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INVOICE

To -: [REDACTED]
Price Waterhouse

25th. April, 1999

From -: [REDACTED]

To services provided as agreed .
April 12th. to April 23rd., 1999

*Charge Contractor
Services CFAS.*

69 1/2 Hrs. @ \$2500.00/ Hr \$173750.00

To Traveling Expenses *i*
208mis. @ \$ 15.00 / ml \$ 3120.00

Total \$176870,00

A19.1

ATTACHMENT

(1) Hours Worked

Week # 19			Week # 20		
Mon. 12th. April.	9 11	Hrs	Mon.19th.April.	7 112	Hrs
Tue.13 th.April.	8 11	Hrs	Tue 20th.April.	0	Hrs
Wed. 1n th .April.	9	Hrs	We d.21 st.April.	0	Hrs
Thur.15 th. April.	9	Hrs	Thur.22nd.April.	9	Hrs
Frid.16th.April.	8	Hrs	Frid.23rd.April.	9	Hrs
Sat.17th.April.	0	Hrs	Sat. 24thApril.	0	Hrs
Total	44	Hrs.	Total	25 112	Hrs

(2) Mileage

8 Roundtrips, Kingston to Spanish Town and back,@ 26 rnls "trip 8
x 26 = **208** mis.



REGENT HISTORY (CONTINUED)

The corresponding historic trading results for [REDACTED] for the four years ended 30 September 1997 and the year to date February 1998 are shown below:

	Year ended 30 September				YTD
	Actual		Actual		Actual
	Audited 1994 12 mths	Audited 12 mths	M'gmt 1996 12 mths	M'gmt 12 mths 4'000	M'gmt 1998 5 mths J\$'000
Turnover	55,628	64,127	74,415	68,482	30,918
Gross profit	11,001	12,514	9879	2,213	8,560
Other income	1	0	117		583
Administrative	(2,255)	(2,735)	(8,597)	(7,920)	(3,166)
Selling and promotion	(1,792)	(1,558)	(1,164)	(2,125)	(1,027)
Finance and policy	(5,568)	(5,227)	(13,659)	(20,644)	(10,856)
Operating Profit I (loss)	1,387	2,994	(13,424)	(28,436)	(5,906)

Both "sides" of the [REDACTED] have attributed the companies' present difficulties to the family differences and I know the "B" & "K's" very familiar with the detail over the past few years so there is no need for me to comment further,

- n The above numbers clearly demonstrate a history of significant and increasing losses, which eroded working capital and led to a lower level of business activity in the past two years and this in turn brought about greater losses. Unless additional equity was placed in the businesses they dearly could not survive, and relations between the shareholders militated against that solution. The Bank is aware of the business reviews that have been undertaken in the recent past and the stages proposed by the [REDACTED] to stem the companies' loss making trends were not implemented due to lack of interest and due to distractions to the management of the companies by the continuous family feuding. In the circumstance, the bank has no option but to put in a receiver.

r AS4

[REDACTED] (IN RECEIVERSHIP) FIRST RECEIVER'S REPORT -
23 APRIL 1998

7

EMPLOYEES (CONTINUED)

7.3 Administrative staff

As a part of my review of the business and future requirements, I have made 12 administrative, non-unionised staff redundant. No termination benefits were paid consistent with our constraints as receiver that no payments can be made to any class of creditor until the results of the receivership or a liquidation are known.

7.4 Pension scheme

i)- The Scheme commenced in 1984 and is governed by a Trust Deed and Rules. It is a cost based scheme whereby employees are entitled to benefits based only on the contributions received by the Scheme. [Until the end of the 10th-year, employees are not entitled to more than the amounts contributed by them plus their share of employer contributions, released to the remaining members as a result of the termination of a member who was ~~not~~ ^{not} ~~ffuar~~ ^{rested} ~~uri e~~ ^{mp} over contributions on this behalf, plus interest. The rules cannot be changed in such a way as to entitle the employee to receive any part of the fund, even if the Scheme is collapsed. The Employer's contribution is 3% of pensionable earnings. The Employer *has not paid over* to the scheme the employee contributions or the Employer contributions for over a year, but the companies in receivership have been making the payments due currently. The Employer (specifically through the Board of Directors) can give notice of his intention to cease making contributions 6 months in advance of so doing and to terminate the Scheme with similar notice.

> A termination of the Scheme would not provide the Receiver with additional funds from the Scheme. This is because by definition there cannot be a surplus, all unused Employer contributions being required as they are to be distributed pro rata to the members. In any case the Trust Deed prohibits changes to the rules that would allow the Employer to receive any distribution. However, a termination would provide the employees with higher net pay and a lump sum from refunds, and the payroll cost would be reduced by some 3% in respect of the Employer's contribution. *In any case* it is not at all clear that the Receiver can in fact initiate such action since all powers of the Employer are specifically exercisable only through the Board of Directors,

iii) Even if the Receiver could unilaterally collapse the Scheme with six months' notice, such a cancellation would in all probability be taken as an amendment of the contract of employment and thus that the contract was no longer with the company but with the Receiver, with a consequential increase in the seniority of liabilities to them including termination benefits. Considering all of the above factors, we decided not to seek to tamper with the existing Scheme.

a)- The Trustees at present are three employees (one of whom was made redundant during the receivership on 23 April 1998, leaving a quorum only, and the positions are unfilled. Mr. Jean-Marie Deslimes has reportedly resigned in early March on the advice of his attorneys. Although recent UK legislation obliges a Receiver to appoint an independent Trustee in the circumstances of a Receivership, there is no such requirement in Jamaica. We will therefore not seek a role in the administration of the Scheme.

- The trustees appear to have decided to collapse the scheme and utilise prior employer contributions to fund refunds to employees of their contributions. Though I have some reservations as to the

[REDACTED] (IN RECEIVERSHIP)
FIRST RECEIVER'S REPORT - 23 APRIL 1998

appropriateness of this in view of the
structure of the pension scheme, and
have so informed one of trustees, I do not intend to interfere and the trustees should take their own
advice on the matter.

PAGE 11



- Two brokers, International Insurance Brokers ("IIB") and Assurance Brokers Jamaica Limited ("ABJ"), [REDACTED], with each broker dealing with different risks for both companies. Premiums were up to date at the start of the receivership for some policies only.

a ABJ is the broker for the 'fire and allied perils' and 'business interruption' risks, both for the year ending 30 October 1998. The business is written primarily in Jamaica led by Royal and Sun Alliance (30%) and only 28.9% written overseas with the coverage and premium denominated in US dollars. The Jamaican dollar premiums were effectively paid up to 16 March and to keep premiums ahead of risk, we proposed offering monthly payments in advance at J\$ [REDACTED] per month. The insurers have sent word through the Broker that they wish payments of some J\$ [REDACTED] per month to be paid over the next four months instead.

The US dollar cover has not been paid at all. After discussion, the broker sent us a fax confirming they will not exercise duress for the prorata premiums to the date of the start of the receivership, but the balance is due by 1 May 1998. We have proposed to pay US\$ [REDACTED] on 1 May 1998, US\$ [REDACTED] on 1 June 1998 and the balance of some US\$ [REDACTED] on 1 September 1998. The Broker has informed us that the overseas insurers require the Full payment by 1 May 1998.

All the other cover is through IIB, and the premiums of [REDACTED] were Financed by Industrial Finance Corporation who in turn were given eight post dated cheques for [REDACTED] each. Five of the eight cheques cleared prior to the receivership so the premiums were effectively paid up to 1 April 1998. We paid the April instalment on the due date.

- >" There are additional premiums of J\$ [REDACTED] outstanding for five car policies which were not included in the annual premium financing agreement

I am conducting a **detailed** review of the insurance cover and opportunities to reduce the level of premiums before finalising a position with the present insurers. At present, fixed *assets are* insured on a reinstatement value basis and if there is a loss without physical reinstatement only the cash value will be received. It is unlikely that, in the event of a loss, there would be physical reinstatement and therefore I propose to cover the machinery at cash value *only* and the buildings for a sum not necessarily as high as reinstatement value, but at a value that is closer to the *market* value, thereby reducing the premiums to an appropriate *level* For the real risk carried. In addition, since trading profits are marginal, I propose to reduce business interruption cover to just the amount required to cover standing charges.

I am seeking overseas quotations from different insurers for all cover, as I believe that the rates being charged by the present insurers are excessive given recent premium reductions in the industry. I am also seeking to obtain a partial refund of premiums paid for business interruption insurance as Ear back as possible. Such policy documentation as was found on the premises indicates that, if the gross profits insured exceed actual gross profits (as is the case), a prorata refund of the premiums is payable by the insurers up to a limit of -54°Yo of the premium. There is no reporting time limit and no prior claims have been made by the companies. Of course, the overseas insurers will seek to offset the premium arrears against any refund, but this wvill.bea small sum to pay in relation to the refund. It is also possible that we will incur a fee from Ernst & Young, the company's auditors, in the event that certification of gross profits since the last audited accounts (1995) is required,

Until the value and recoverability of premiums refunds is clearer, I have not anticipated any recoveries in my Estimate of the Final Outcome at Appendix I. Accordingly, this represents a potential Future improvement, in the outcome.

[REDACTED] (IN RECEIVERSHIP)
FIRST RECEIVER'S REPORT - 23 APRIL 1998

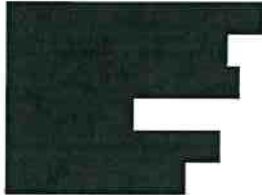
PAGE 17

TP/1/11

Price r)rrlr-rfruu,se..fs,sociates



6 Marciti 1993



Dear [REDACTED]

I am enclosing 3 documents which have also been faxed to your office:

Description of the activities at the beginning of the Receivership and the staff who will be there at the commencement

- 2 The press release which I have asked [REDACTED] to review and discuss with you.
- 3 A discussion of the 'hiving down" issues (mainly tax) which will be considered as soon as possible after commencement.

Yours sincerely

[REDACTED] Director

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RLDrp Enclosure

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XYZ PLACED IN RECEIVERSHIP BY ACD

This afternoon XYZ Ltd was placed in receivership by National Commercial Bank. The company owes the bank and other secured creditors some \$x00 million. Previous willingness on the part of the secured creditors to financially restructure the company were contingent on the restoration of harmony within the ranks of the shareholders and their respective role in management, as the company has lacked direction whilst a dispute between them has been going on. However, NCB said, despite strenuous efforts to find a solution last week, it appears that the positions of the two groups of shareholders are intractable. "in the circumstances", said [REDACTED], NCB's CEO, the only way to improve the prospects of the company now is to take over its management by putting it into receivership and trying to recapitalise the operation".

The Receiver, [REDACTED] of Price Waterhouse, intends to keep the company in operation. He stated that operations can be more profitable under a receivership as it will provide the company with the breathing space from its creditors to be better able to capitalise on its strengths and be in a better position to experience a turnaround. For example, he says he will be able to use the cash generated from sales to first put an end to stockouts, where production has to stop because an essential material has run out, which is reportedly one of the main operational problems. It is also reported that the company has not been able to meet the demand for its products generally because of a lack of working capital. During this breathing space, the Receiver will also put together a refinancing proposal at an early date and seek capital from other sources, repay the secured creditors and end the receivership.

"All customers, employees and suppliers have my assurance that we will continue in business, manufacturing and selling products", said Mr. [REDACTED]. "Hourly and salaried employees will continue to be employed by the company with few exceptions, under their existing contracts with the company. Customers should continue to place orders, suppliers can be confident that they will be paid for goods supplied to the company in receivership, and employees should come to work as usual. There should be more confidence dealing with the company now than before as we are focussed on the business, whilst the previous management was distracted by an ownership dispute", he stated.

This is the second time that XYZ has been placed in receivership under the stewardship of a team from Price Waterhouse. On the other occasion it was put together with Citibank and the receivership was for the company was returned to the directors:

19A a refinancing package initiated after x months when

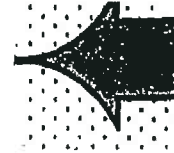
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T P 10/11

CORPORATE DIVISION
THE ATRIUM™
32 TRAFALGAR ROAD
MAILING ADDRESS: F.O. BOX 88
KINGSTON, JAMAICA, WEST INDIES
TELEPHONE 929-9Q50-89
FAX: 876-929-8736
E-jai :ncbinfo@ncb.com
Web site: http://www.ncb.com
TELEGRAPHIC ADDRESS: NATJAM

COPY



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ATTENTION: [REDACTED]

Dear Sirs,

GUARANTEE TO EXIM BANK FOR US\$ [REDACTED] -
J\$8.6M ON BEHALF OF [REDACTED]

Our letter dated December 11, 1997 and subsequent correspondence ending with letter of January 15, 1998 from [REDACTED] refer.

We confirm that prior to remitting to us all funds received in excess of amounts required to reduce your existing and proposed exposure of \$[REDACTED] plus interest and \$[REDACTED] respectively, you may also deduct the Jamaican Dollar equivalent of the US\$[REDACTED] plus interest which is due to Exim Bank Limited.

All other terms and conditions of the arrangement remain unchanged.

[REDACTED] ASSISTANT
GENERAL MANAGER lei

C.C. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



CLFCPAPHIC ADDRESS 2139 NATJAM

TP 14/11

HEAD OFFI

THE ATRI 32 TRAFALGAR R(

MAILING ADDRESS: P.O. 60:
KINGSTON, JAMAICA, WEST INC
TELEPHONE: 92-99051
FACSIMILE NO. 809-929-A

PSI ncbinlo@jncb.
5isl http://www.jncb.

January 12, 1999

██████████
Managing Director
FINSAC Limited
76 Knutsford Boulevard
Kingston 5

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Dear ██████████,

OVERDRA

FT FACILITY FOR ██████████. (IN
RECEIVERSHIP ██████████ (IN RECEIVERSHIP) _____

Further to our letter dated December 14, 1998 in reply to yours of December 9, 1998, we have now received a formal request from the Receiver/Manager for the following facilities:-

██████████ (In Receivership)

Overdraft - ██████████
Guarantee - ██████████ (continuation of existing guarantee) to
expire 31/3/99
██████████ (In Receivership)

Overdraft ██████████ 31/3/99
Guarantee ██████████ (continuation of existing
facility) to expire 31/3/99

In order for us to give this request further consideration, we require from FINSAC, security in the form of Guarantee or FINSAC liquid Bonds. The Receiver/Manager is unable to provide security.

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Although *the facility is requested to expire 31st March, 1999, the projections show that at that date the liabilities will still outstand. The matter of payout of the liabilities should therefore be fully addressed in your communication to us.*

As stated in the letter of request from the Receiver/Manager (copy attached), the funds are needed immediately, hence the need for your prompt response.

00 00 National Investment Bank of Jamaica Limited

11 Oxford Road, Kingston 5, P.O. Box 889, Kingston, Jamaica, W.I.
 Telephone: (876) 960-9690-9. Fax: (876) 9W-0379 & 920-0907
 E-mail: nibi@infochan.com

2 March 1999

Mr. Patrick Hylton
 Managing Director
 FINSAC
 76 Knutsford Boulevard
 Kingston 5.

Dear Mr. Hylton,

It has come to our attention that the company, [REDACTED], is indebted to the National Commercial Bank. It has also come to our attention that your institution has been bought that debt from NCB. Also, and more significantly, [REDACTED] has been in default re: their debts servicing obligation and a receiver has been installed in the company.

Our preliminary due diligence indicates a total debt and other payables (liabilities) of approximately J\$ [REDACTED].

The National Investment Bank of Jamaica (NIBJ) is prepared to offer the sum of J\$ [REDACTED] to purchase the aforementioned debt of [REDACTED].

It has also been brought to our attention that [REDACTED], a wholly owned subsidiary, but a separate company, has additional secured debt of \$ [REDACTED]. We want to extend our offer - [REDACTED]: We are therefore offering an additional \$ [REDACTED].

total of \$ [REDACTED] for the secured debts of both companies.

If this offer were successful, we would like to discuss terms of payment and other relevant issues at your earliest convenience. Please also convey the necessary information regarding the cessation of any other activity by the present receiver to sell all or part of the present operations.

[REDACTED]
PRESIDENT

[REDACTED]

W&

National Investment Bank of

Jamaica Limited /

11 Oxford Road, Kingston 5, P.O. Box 889, Kingston, Jamaica, W.I.

Telephone: (876) 960'9890'9. Fax: U576920-0379 & 920'0907

E-mail: o|b|NUnfmhan.com

02 March 1999

Mr. Patrick Hilton
Managing Director
FINSAC
76 Knutsford Boulevard
Kingston 5

Dear Mr. Hilton:

It is a pleasure to

to the National Investment Bank of Jamaica, which has, also
009P,4, that debt from NOB; A\$ Mw AM- V.,
their debt a receiver has
been in the process of

Our preliminary due diligence indicates a total debt and other payables (liabilities) of
approximately J\$ [REDACTED].

The National Investment Bank of Jamaica, aU) is prepared to offer the sum of J\$ [REDACTED]

If this offer were successful, we would like to discuss payment of other
relevant issues at your earliest convenience. Please also convey the necessary
information regarding the conduct of any other activity by the present receiver to sell
all or part of the present operations.

[REDACTED]
PRESIDENT

[REDACTED]

National

11 Oxford Road, Ytin*;sion 3, R0. Box 880, Kingston, Jamaica, W.I.
Telephone; 187G) 960-9600 9. Frt.Y; (87G) 920 0370 & 020 0,)07
C- unit; ntbj@lmlochan.coni

Investment Ban-c of Jamaica Limit

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JAN 27 1999

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25 January 1999

Mr. Patrick Hylton
Managing Director
FINSAC Limited
76 Knutsford Boulevard
Kingston 5

Attention Mr. [REDACTED]

Dear Sirs,

It has come to our attention that the company, [REDACTED] which is in receivership, has been offered up for sale.

The National Investment Bank of Jamaica Limited is pleased to submit an offer of thirty cents (JA.) for each dollar of the current debt held by the FINSAC controlled Financial Institutions to a maximum of J\$ [REDACTED] in order to acquire the company.

This offer is to purchase the full assets and liabilities of the company and the NIBJ will assume the further responsibility of negotiating payment to the balance of creditors.

We await a response to this offer.

[REDACTED]
PRESIDENT

c.c.The Hon. David Coore, Chairman - NIBJ

[REDACTED]

TP 18/11

January 22, 1999

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ACT

[REDACTED]
National Commercial Bank
The Atrium
32 Trafalgar Road
Kingston 5

Dear [REDACTED]

Re: Overdraft Facility for [REDACTED]

This letter confirms our ([REDACTED]) telephone conversation of January 21, 1999.

As discussed, the Receiver is seeking an extension of overdraft facility from your institution. We are asking that you facilitate this request by increasing the overdraft facility by \$ [REDACTED], as well as renew the bank guarantee facilities of US\$ [REDACTED] for [REDACTED] and US\$ [REDACTED] for [REDACTED].

As we have advised you, we are expecting a proposal in respect of [REDACTED] [REDACTED] by February 28, 1999, at which time NCB would be paid as priority out of proceeds received. Should a shortfall result from this, transaction, FINSAC--
undertakes to cover the difference to NCB,

Thanks for your kind assistance in this matter.

Yours truly
FINANCIAL SECTOR ADJUSTMENT COMPANY

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[REDACTED]



TELEGRAPHIC ADDRESS: 2139 NATJAM

January 22, 1999

no. TP 17/71
discuss
X
HEAD OFFICE
THE ATRIUM
32 TRAFALGAR ROAD
* MAILING ADDRESS, P.O. BOX 8F
KINGSTON, JAMAICA, WEST INDIES
TELEPHONE: 92-99050-E
FACSIMILE NO. 809-929 835
E-mail ncbinfo@ncb.com
Web hup://www.ncb.com

Mr. Patrick Hylton
Managing Director
FINSAC Limited
76 Knutsford Boulevard Kingston 5

Dear Mr. Hylton

CREDIT FACILITIES FOR [REDACTED] (IN RECEIVERSHIP) [REDACTED] (IN RECEIVERSHIP)

We acknowledge receipt of your letter dated January 15, 1999 requesting further facilities for the Receivership accounts at caption.

The Bank is prepared to agree in principle to the following:

1. An extension of the facilities (Overdrafts and Guarantees) to February 28, 1999 and
2. An increase of \$ [REDACTED] in the Overdraft facilities for [REDACTED] (in Receivership) (i.e. from \$ [REDACTED] to \$ [REDACTED]) expiring February 28, 1999, on condition that:

FINSAC gives its irrevocable and unconditional undertaking to repay the total debts (existing and new request at hand) of the Receivership as and when they fall due, in the event that the Receiver is unable so to do.

Yours faithfully

[REDACTED]
MANAGING DIRECTOR

f-j

FOUNDER: *The Honourable Thomas Desulme O.J. (Hon.)*

INDUSTRIAL ESTATE, TWICKENHAM PARK
P.O. BOX 680, SPANISH TOWN
ST. CATHERINE
JAMAICA W.I.

TEL: (876) 984'3061-6, 984-0450-4
FAX: (876) 984-2757
CABLES: THERMOCO JA.
E-Mail: Thetmol@mailtoj.com

15 January 1999

Mr, Patrick Hylton and Mrs. Audrey Robinson
FINSAC Limited
76 Knutsford Boulevard
KINGSTON 5

Dear Sir and Madam,

Thank you for your letter of 13 January 1999 informing me that you wish the decision re the sale of Thermoplastics and Plas-Pak to be deferred to 28 February 1999.

I shall be happy to act in accordance with your request.

Yours very truly,

RLD:AW

n, -, Th, n
JAN 18 1999

DIRECTORS: Jean Marie T. Desulme (Chairman), Christopher W. Berry, Oliver W. Holmes, G. Anthony Levy, Jeffrey F. Pattinson, Donovan T. Miller (Secretary)

TP 15/11

INSAC LIMITS,

"Financial Sector Adjustment Co. Ltd"
76 KNUTSFORD BOULEVARD
P.O. BOX 54, KINGSTON 5
JAMAICA, W.I.

P I S : (876) 906-1809-12 FAX: (876) 906 1822

January 13, 1999

[REDACTED]

P.O. 680, Spanish Town

Dear Sirs

RE: [REDACTED]

Reference is made to our ([REDACTED] Hylton) telephone conversation of January 14, 1999. This letter confirms our request for you to extend your authority to dispose of the above-property to February 28, 1999.

Your kind co-operation in this matter will be greatly appreciated.

Yours-truly
FINANCIAL SECTOR ADJUSTMENT COMPANY

[Handwritten signature]

ATRICK HYLTO
MANAGING DIRECTOR
ASSET MANAGEMENT & DIVESTMENT

A 1 DREY ROBINSON (MRS.)
GENERAL MANAGER ,

Reply

., . Pte,,, Li a.t

Mr Andrew Robinson

Dear Sir and Madam

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1999. 5 must be kept

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[REDACTED]

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National Investment Bank of Jamaica Limited

11 Oxlord Road, Kingston 5, P.O. Box 889, Kingston, Jamaica, W.I.
Telephone: (876) 060-0690-0, Fax: (876) 920-0379 & 020 0907
E-mail: nlBJ@Infochmn.cortt

16 March 1999

Mr. Patrick Hylton
Managing Director
FINSAC
76 Knutsford Boulevard

RECEIVED
17 1999
Kingston 5.

Dear Mr. Hylton,

Re: [REDACTED]

As you may recall, the National investment Bank of Jamaica submitted a bid of \$ [REDACTED] to purchase the debt of [REDACTED] held by your organisation, FINSAC.

The particulars of the offer are as follows:-

Amount	[REDACTED]
Terms	7 years
Rate	5%

I hope this is acceptable to you.

Sincerely,

[REDACTED]
PRESIDENT

Directors: Hon. David Cove, O.J., Q.C. (Chairman), Dr. Gavin Chen (President), Erwin Jones, Vincent Lawrence,
Hon. Shirley Tyndall, O.J., C.D., Charmaine Constantine, C.D., Vincent Morrison, Patricia Francis,
Christopher Honeywell, Jennifer Simpson-James (Company Secretary)

Memo

To: Hon, Shirley Tyndall
Financial Secretary

From: Patrick Hylton

Date: 30/03/99

Re: [REDACTED] (In receivership)

The captioned companies were placed in receivership on March 9, 1998, As at March 19, 1999 the outstanding liabilities stood as follows:

Principal	\$ [REDACTED]	
Interest	\$ [REDACTED]	[REDACTED]
Plas Pak Ltd.		
Principal	\$ [REDACTED]	
Interest	\$ [REDACTED]	\$ [REDACTED]
GRAND TOTAL		\$ [REDACTED]

The above [REDACTED] position is made up of National Commercial Bank, Citizens Bank Limited and Horizon Merchant Bank debts. In addition, there exists Eagle Commercial Bank liabilities totaling US\$ [REDACTED] million.

The receivership accounts, which are maintained at NCB, St. Jago Shopping Centre Branch are positioned as follows:

[REDACTED]	[REDACTED]	(Overdraft)
[REDACTED]	[REDACTED]	(Credit)

Interest continues to accrue daily on the outstanding liabilities of [REDACTED] and [REDACTED] follows:

[REDACTED]

[REDACTED]

[REDACTED]

The Receiver has made a very concerted and sustained attempt to sell the assets of both companies as a going concern without any success. To date, the best offer he has received is JAS\$ [REDACTED] from a company named [REDACTED], which is a competitor.

The Receiver had initially given [REDACTED] until the end of January 1999 to produce a letter of undertaking from a bank indicating their ability to fund the purchase. This they were unable to do within that timeframe even though they were negotiating with Bank of Nova Scotia,

Subsequent to that we received an offer from NIBJ to purchase the debt of both companies for \$ [REDACTED]. NIBJ has offered to pay this amount over seven years at an interest rate of 5%.

We have indicated to them verbally that the rate of 5% would not be acceptable as we have funded the purchase with notes attracting T. Bill rate plus one percent. They have offered to increase the rate on the \$ [REDACTED] to match the T. Bill plus one.

The undersigned has recently spoken with the Receiver who stated that [REDACTED] claims to have an arrangement with Citibank to finance the purchase. [REDACTED] has however not provided a letter of undertaking, which they state is due to the fact that they would be required to pay a fairly substantial commitment fee to get it from the bank.

This they are reluctant to pay having regard to the fact that they are aware of negotiations between FINSAC and NIBJ.



FINSAC LIMITED

MATTER FOR BOARD DECISION

APRIL 1999

ISSUE:

Request from the National Investment Bank of Jamaica to purchase [REDACTED]
[REDACTED] (in Receivership) and [REDACTED] (in Receivership)

BACKGROUND

The captioned companies were placed in receivership by National Commercial Bank on March 9, 1998 and Price Waterhouse, ([REDACTED]), was appointed Receiver.

At March 17, 1999 the outstanding liabilities stood as follows:

Principal	[REDACTED]	
Interest	[REDACTED]	[REDACTED]
Principal	[REDACTED]	
Interest	[REDACTED]	
GRAND TOTAL		[REDACTED]

Interest continues to accrue daily on the outstanding liabilities of the Companies.

At the beginning of the Receivership, the strategy was to dispose of the businesses as going concerns. The Receiver has since hived down the operations and assets to a subsidiary, which began trading on December 1, 1998.

- .f-ac

..

Several creditors have approached the Receiver regarding the amounts due to them. CIBC and International Trust & Merchant Bank have placed other properties that are being held as security for the [REDACTED] loans, up for auction. One such property is the [REDACTED].

[REDACTED] of Delaware, following a judgement in the courts in their favour against

[REDACTED], has petitioned the Supreme Court for a winding up

order. The petition was granted in December 1998, hence the hiving down of operations, which took place at that time.

INVESTOR INTEREST

The Receiver has made concerted and sustained attempts to sell the assets of both companies as going concerns without any success. In response to an Invitation to Treat, ten (10) formal requests from interested parties for an information document was received. All ten (10) eventually declined to bid.

At that time, the Receiver was faced with the prospect of liquidating the assets piecemeal instead of selling as a going concern, or making an arrangement more beneficial to the creditors through NTBJ.

Since then, offers have been received from the following:

- [REDACTED] a competitor of [REDACTED] - to purchase a part of the [REDACTED] operation, including land, building & related equipment for \$ [REDACTED].
- NIBJ offered to purchase the debt of both companies for \$ [REDACTED] in a letter dated March 2, 1999. NIBJ has offered to pay this amount over seven years at an interest rate of 5%.

c\ Nr.W

- The Receiver received [REDACTED] offer, also on March 2, 1999, of J\$ [REDACTED], from [REDACTED] to be paid in cash, but he initially indicated that he was not sure of their ability to pay.

The Receiver had initialed given [REDACTED] until the end of January 1999 to produce a letter of undertaking from a bank indicating their ability to fund the purchase. This they were unable to do within that timeframe.

The Managing Director of FINSAC recently spoke with the Receiver who stated that [REDACTED] claims to have an arrangement with Citibank to finance the purchase. However, [REDACTED] has not provided a letter of undertaking, which they stated is due to the fact that they would be required to pay a fairly substantial commitment fee to get it from the bank. This they are reluctant to pay, as they are aware of discussions with NIBJ.

We have indicated to NTBJ that the rate of 5% would not be acceptable as we have funded the purchase with notes attracting the Treasury Bill rate plus one percent.

The National Investment Bank of Jamaica has since updated their offer in a letter dated April 1, 1999 for a total of \$ [REDACTED] for 7 years at the current Treasury Bill rate plus 1%.

REQUEST

The Board is being asked to consider the final offer made by NiBJ for the amount of \$ [REDACTED] for 7 years at the current Treasury Bill rate plus 1% Payment will be made by way of a promissory note from NIBJ with interest payable on a quarterly basis and principal at the expiration of the term.

National Investment Bank of Jamaica Limited

11 Oxford Road, Kingston 5, P.O. Box 889, Kingston, Jamaica, W.I.
 Telephone: (878) 920 0378 & 920-0907
 E-mail: nib@nib.jm

April 1, 1999

Mr. Patrick Hylton
 Managing Director
 FINSAC Ltd.
 78 Knutsford Boulevard
 Kingston 5.

Dear Mr. Hylton,

Re; [REDACTED]

Reference is made to letter dated 31 March indicating FINSAC's position regarding the offer made by the National Investment Bank of Jamaica for the debt of [REDACTED]

NIBJ's new offer to reflect your concern is for a total of \$ [REDACTED] for 7 years at the current Treasury Bill rate plus one percent (1% A).

We look forward to an early response,

Post-it Fax Note	7871		
To			
Concept			
		Phone 0	(26) *b 610
Fax	[REDACTED]		

PRESIDENT

[REDACTED]

®

✓PD2 //l



Tel: 76.984-30 61-6
876-984-0450 4
Fax: 8769842757

[Redacted]
St Catherine Jamaica W.I.

Mr. Patrick Hylton
Managing Director
Financial Sector Adjustment Company Limited ("FINSAC")
76 Knutsford Boulevard
Kingston 5

10 June 1999

[Redacted] Dear

Mr. Hylton

On 3 March 1999 I was instructed to suspend the sale of the businesses and assets of the captioned companies to certain prospective purchasers. This was done to allow FINSAC to review an offer from the National Investment Bank of Jamaica Limited ("NIBJ") to purchase the former NCB indebtedness in the companies. Since that date I have not been advised on the progress of negotiations with NIBJ or instructed as to whether I should recommence negotiations with Messrs. [Redacted], the prospective purchasers of [Redacted] and [Redacted].

Please instruct me on whether I should nbw resume negotiations with the prospective purchasers of the companies. If I do not receive a written response on this matter within 14 days I will assume that I may proceed with the negotiations.

Yours very truly

[Redacted]
Receiver and Manager

[Redacted] (In Receivership)

[Redacted] (In Receivership)

RLD/DHM



FINSAC LIMITED

"Financial Sector Adjustment Co. Ltd"
76 KNUTSFOKD BOULEVARD
P.O. BOX 54, KINGSTON 5

JAMAICA, W.I.

D** y t / / , A ` Acy/L:

PHONE: (876) 906-1809-12 FAX: (876) 906-1822

June 25, 1999

Mr. Dunbar McFarlane
National Commercial Bank '
The Atrium
32 Trafalgar Road
Kingston 5

Dear Mr, McFarlane:

Re: [REDACTED]

Reference is made to our letters of May 15, 1999 and June 21, 1999, and subsequent telephone conversation ([REDACTED]) of today's date.

Please be advised that we are still in negotiations for the disposal of this property and as such, we are requesting that you extend this facility *for another 90 days*, from June 28 to September 30, 1999. National Commercial Bank would be paid *as priority out of proceeds received* and, should a shortfall *result from* this transaction, FINSAC *undertakes to cover the* difference to NCB.

We are also asking that you maintain the same term and conditions, but with an increase in the amount of the overdraft as follows:

Overdraft Facilities
Guarantee Facilities

[REDACTED]



June 28, 1993

Mr. Qin bar McFarj n

Thank you for your co--operation in tills matter.

Yours truly,
FINSAC LIMITED


  CC.

Patrick Hylton
MANAGING DIRECTOR

Robinson rs.
GENERAL MANAGER,
ASSET MANAGEMENT & DIVESTMENT

FINsAc LATE?

"Financial Sector Adjustment Co. Ltd"

76 KNUTSFORD BOULEVARD

P.O. BOX 54, KINGSTON 5

JAMAICA, WI,

Jan **lvv!**

PHONE: (876) 906- 1809- t 2

FAX: (876) 90-1822

July 28, 2000

Mr. [REDACTED]
Receiver ([REDACTED])
C/o Pricewaterhouse- Coopers
Scotia Hank Centre
Duke Street
Kingston

Dear [REDACTED],

I have received correspondence from NIBJ indicating their interest in acquiring all the assets of [REDACTED] and [REDACTED] for \$[REDACTED].

I have written to NIBJ asking them to forward their indicative offer to you so that they can complete the process of due diligence and contract finalisation as soon as **possible**.

I would be grateful if you could make the necessary arrangements to facilitate the NIBJ team as soon as you have received their letter, as we are extremely anxious to bring this matter to closure

Yours sincerely,
FINSAC LIMITED



PATRICK HYLTON
MANAGING DIRECTOR

Cc: [REDACTED] NIBJ
[REDACTED] PINSAC NPL

Gladstone Ri naiek, Hon David Come, O.1., QC.. Ms, Hope Mathes, Mrs. Kemorine M111er, Mr. Las Perry, Mr, W1lbertit Pe td, Ama. Frank Pringle, Mr. David Wan,

t' 'i

National Investment Bank of Jamaica Limits

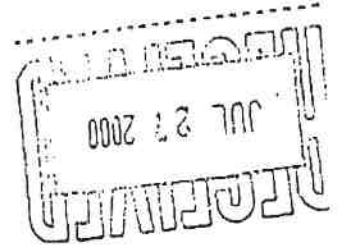
i I Oxford Road, Kingston 5, P.O, Box 889, Kingston, Jamaica, W.I.

Telephone; (876) 960-9690-8. Fax: (876) 920-0379& 920-0907

e-mail: nibj@inrochan.com

26 July 2000

Mr. Patrick Hylton
Managing Director
i" INSAC Limited
76 Knutsford Boulevard
Kingston 5.



Dear Mr. Hylton,

Re: [REDACTED] (In Receivership)

We refer to recent telephone conversation ([REDACTED]) regarding the acquisition of the captioned company by NIBJ. We now propose the following:

(NIBJ will, through a *subsidiary*, acquire all of the assets of [REDACTED] and [REDACTED]. For \$[REDACTED],

A deposit of \$[REDACTED] will be made upon your acceptance of this offer \$[REDACTED] on completion/possession and the balance provided by Promissory Note payable in installments over a period of two (2) years at 12% per annum.

This offer of \$[REDACTED] is based on our preliminary assessment given the available information. It is subject to satisfactory completion of our due diligence and to formal contract being executed.. A period of thirty (30) days is required for proper due diligence to be done, Kindly provide us with any current financial information you may have to facilitate the process.

This offer remains open for acceptance until 28th August 2000.

Yours sincerely,

Rex H. James
President

P.S. For your information we mention that it is our intention to offer to the [REDACTED] the right to purchase 20% of the shares of the new company which will be used to acquire the above-mentioned assets.

10x.

/ N

-no &

National Investment Bank of Jamaica Limited

1 ! Oxford Road, Kingston

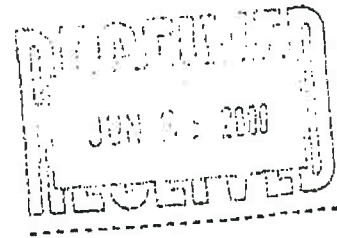
P.O. Box 889, Kingston, Jamaica, WE.

Telephone: (876)960-9690-8, Fax: (876) 920-0379 841920-0907

e-mail: nibi@inlochan.com

22 June 2000

Mr, Patrick Hylton
Managing Director
FINSAC
76 Knutsford Boulevard
Kingston 5



Dear Mr. Hylton,

Re: [REDACTED] (In Receivership)

We understand that the Receiver is still in negotiations with [REDACTED]. Please let us know the up-to-date position, as, should the sale not materialize, NIBJ would have an interest in putting forward a new proposal for the acquisition of the assets of the company.

Your urgent attention in this regard would be appreciated,

Yours sincerely,

f

c. Rt. Hon. P.J. Patterson Q.C., M.P, Prime Minister

Dr, The Hon. Omar Davies -
Minister of Finance

w r

TP 32/11

FINSAC LIMITED

"Financial Sector Adjustment Co. Ltd."

2 - 6 OXFORD ROAD

MUTUAL LIFE BUILDING, 4th FLOOR (NORTH TOWERS)

P.O. BOX 54, KINGSTON 5

JAMAICA, WI.

PHONE: (876) 754-7053-67

FAX: (876) 754-7079

2000 April 7

Mr. [REDACTED]
Receiver/Manager



PriceWaterHouseCoopers Scotiabank Centre
Cnr. Duke & Port Royal Streets Kingston

Dear [REDACTED]:

Re: The Receiverships of
[REDACTED] and
[REDACTED]

We note that the last written report was received in February 2000 and hereby request that you provide an update of the issues and events that have occurred since.

Further having agreed that expressions of interest to purchase the companies will not be entertained beyond February 29, 2000, we must now establish a practical timetable for termination.

in light of the above, kindly submit an exit timetable for our consideration.

UNIT HEAD - NPL

DD:mab.

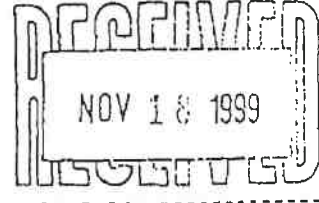
Copy: [REDACTED]-GM, Asset Management & Divestment Mr.
[REDACTED] - Credit Manager.

Directors: Dr. The Hon. Kenneth Rattray, O.I., QC (Chairman), Hon. Shirley Tyndall, O.3., (Vice Chairman), Mr. Patrick Hylton (Managing Director),
Dr. Gladstone Isonnick, Hon. David Coore, O.J., QC, Ms. Hope Markes, Mrs. Kemorine Miller, Mr. Las Perry, Mr. Wilberne Persaud, Arab.
Frank Pringle, Mr. David Wan.

77430//I

S1 Catherine
Jamaica W.I.

Mr. Patrick Hylton
Financial Sector Adjustment Company Limited ("FINSAC")
76 Knutsford Boulevard
Kingston 5



17 November, 1999

The Receiverships of [REDACTED] and [REDACTED] Dear

Mr, Hylton

In response to our invitation to purchase the business and assets of the captioned companies, we received the following responses at the expiry date 29 October 1999.

1. A cash offer of [REDACTED] from a consortium of local and overseas investors.
2. An offer from the National Investment Bank of Jamaica ("NIBJ") of \$ [REDACTED].

Both letters indicate that the offers are for the assets and businesses of the companies but NIBJ's letter did not state whether their offer is for cash. Subsequent discussions with [REDACTED] c indicate that NIBJ's offer should have been for the debt and not the assets, If NIBJ's offer is to acquire FINSAC's debt then NIBJ should now address their offer to FINSAC.

In my interim report to you dated 10 November 1999, I briefly examined both offers and showed the likely result of either option to FINSAC. The conclusion was that the revised NIBJ offer (if J for cash) is superior to the consortium's from the point of view of FINSAC. Perhaps you need to ask NIBJ to put this offer for the debt in writing at this point.

Yours very truly

[REDACTED]
Receiver and Manager
[REDACTED] (In Receivership)
[REDACTED] (In Receivership)

[REDACTED]

"Financial Sector Adjustment Co. Ltd"
76 KNUTSFORD BOULEVARD
P.O. BOX 54, KINGSTON 5
JAMAICA, W.I.

7(529///

August 13, 1999



PHONE: 876 9061809-12

FAX: 876 906-1822

Director, [REDACTED]
Receiver and Manager [REDACTED] (in Receivership)

Dear [REDACTED]:

Re: [REDACTED] (in Receivership) &
[REDACTED] (in Receivership)

Reference is made to our letter to you dated January 13, 1999 requesting that you extend your decision, to dispose of these assets, to February 1999.

We have been advised that the prospective purchasers of our loan are not able to complete the purchase and as such, we ask that you continue your disposal strategy.

Thank you for your cooperation.

Yours truly, FINSAC
LIMITED

Patrick Hylton
MANAGING DIRECTOR

Aurey B. Robinson
GENERAL MANAGER,
ASSET MANAGEMENT & DIVESTMENT

Directors: Dr The Hon, Kenneth Rattray, O.C., QC (Chairman), Hon. Shirley Tyndall, O.J., (Vice Chairman), Mr. Patrick Hylton (Managing Director), Dr. Gladstone Bonnick, Mr Dennis Boothe, Hon. David Coore, O.C., QC., Ms Hope Markee, Mrs. Kernorine Miller, Mr. Las Perry, Mr Wilbeme Persaud, Arab, Frank Pringle, Mr. David Wan,

TP 39/11



MINISTRY OF FINANCE AND PLANNING
30 NATIONAL **HEROES CIRCLE**
P.O. BOX 512
KINGSTON
JAMAICA

MY REPLY OR SUBSEQUENT REFERENCE SHOULD BE
ADDRESSED TO THE FINANCIAL SECRETARY AND THE
FOLLOWING REFERENCE NUMBER QUOTED:

T & I Na, 92.26006 sE

July 3, 2001

[REDACTED]
Managing Director
[REDACTED]

Dear [REDACTED]:
[REDACTED]

I acknowledge receipt of your letter dated June 21, 2001 indicating the continued interest of your company in being involved in the resuscitation of [REDACTED].

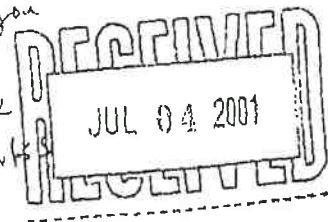
I have passed on your communication on to [REDACTED], the President of NIBJ as well as Mr Patrick Hylton, the Managing Director of FINSAC. Yours sincerely,

[Signature]
* J mar
Davies,
MP
Minister

TP38/11



Can they could you
have someone
draft a response
for me. Thanks
L



OF FINANCE AND PLANNING
30 NATIONAL HEROES
P.O. BOX 512
KINGSTON
JAMAICA
0-1

ANY REPLY OR SUBSEQUENT REFERENCE SHOULD BE
ADDRESSED TO THE FINANCIAL SECRETARY, AND THE
FOLLOWING REFERENCE NUMBER QUOTED
Telephone NO 92 2851X 18

July 2, 2001

[REDACTED]
President
National Investment Bank of Jamaica

Mr Patrick Hylton
Managing Director
FINSAC Ltd
Dear Mr Hylton:

[REDACTED]
Please find attached self-explanatory correspondence between [REDACTED], Managing Director of [REDACTED] and myself, concerning his company's continued interest in [REDACTED]

I would appreciate being brought up to date on the state of affairs, as well as precisely what [REDACTED] is offering.
Yours sincerely,

d
Omar Davies, MP
Minister

Attachments

P/3

National Investment Bank of Jamaica Limited

11 Oxford Road, Kingston 5, P.O. Box 889, Kingston, Jamaica, W.I.

Telephone: (876) 960-9690-8. Fax: (876) 920-0379 & 920-0907 .

e-mail: nibj@infochan.com

6 September 2000

The Receiver and Manager

[REDACTED]

St. Catherine

Attention: [REDACTED]

Dear Sirs

Re [REDACTED] (In Receivership)
[REDACTED] Limited

Reference is made to letter dated 24 August 2000 (attached), and subsequent telephone conversation ([REDACTED]) on 1 September 2000 regarding the captioned.

As you are aware, the National Investment Bank of Jamaica Limited (NIBJ) has been granted 30 days to conduct its due diligence on the subject assets and to submit a firm offer for purchase. The information requested from you on 24 August 2000 has not been forthcoming thereby hindering our ability to perform an analysis of the operations of the companies.

You are therefore requested to submit no later than Friday, 8 September 2000, the requested information to facilitate our deadline for the submission of an offer to purchase the assets.

Yours sincerely

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
Director, Portfolio Management Unit

[REDACTED]

-riys 6/'// K

National Investment Bank of Jamaica Limited

11 Oxford Road, Kingston 5, P.O. Box 889, Kingston, Jamaica, W.I.
Telephone: (876) 960-9690-8. Fax: (876) 920-0379 & 920-0907
e-mail: nibj@infochan.com

6 September 2000

The Receiver and Manager

[REDACTED]
[REDACTED]

St. Catherine

Attention: [REDACTED]

Dear Sirs

Re [REDACTED]
[REDACTED]
[REDACTED]

Reference is made to letter dated 18 August 2000 from the National Investment Bank of Jamaica Limited (NIBJ) and your subsequent telephone conversation with our [REDACTED] regarding the due diligence on the captioned.

Please be advised that NIBJ is formally requesting exclusivity in its negotiations to purchase the subject assets. Therefore, during the period of NIBJ's due diligence, PricewaterhouseCoopers is not expected to enter into any discussions with third parties for the sale of the above assets.

Yours sincerely

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Director, Portfolio Management Unit

P

(IN RECEIVERSHIP)

ST. CATHERINE
JAMAICA W.I.

FOUNDER:

April 09, 2002

Mr. Patrick Hylton
naTaftiatl
76 Knutsford Boulevard
Kingston 5

Dear Patrick:

RE:

I refer to previous correspondence in this matter. By your letter dated February 5, 2002 to my attorneys Finsac indicated that pursuant to the recent loan sale, the matter would be handled by Joslin Jamaica Limited. By letter dated February 12, 2002 Joslin indicated to my attorneys that they had been appointed to service the debts and obligations which had been acquired from Refin Trust Limited. We were also advised that the relevant Discharges, titles and Memoranda of Complete Satisfaction (the satisfaction documents) were ready and available for completion. A copy of this letter is enclosed for your information.

A lot of effort has been made to take this matter to completion to obtain the payment by the purchaser National Investments Bank of Jamaica (NIBJ) of the balance purchase price. Joslin has now taken the position that they will not complete the sale. I enclose a copy of letter dated March 28, 2002 from Joslin to me which indicates that they will not complete "until they are satisfied" iligh1 b£ "tile great-disparity between the estimated final outcome of \$ stated in the Accounts provided to Finsac on June 20, 2001 and the \$ to \$" (it Was actually \$ to \$ that I stated in the meeting) advised to Joslin at a meeting held on March 18, 2002. In order to be "satisfied" they asked for 5 items of information, all of which were supplied promptly and in great detail.

I feel that I have made every effort to accommodate their requests. To my surprise, in a telephone conversation with Mr. Joslin on Friday, it was indicated that they would not release the satisfaction documents and further indicated that they would only release the documents in exchange for a payment of \$. The sum of \$ is the approximate sum due from NIBJ to complete the matter. I have indicated to them that I could not agree to pay them this sum in light of my closing estimate and commitments which I must satisfy in my capacity as Receiver.

During the that telephone conversation I explained that: (i) apart from about \$ of liabilities plus unquantified legal fees arising after 13 December 2001 which have not yet been billed, there were no other known liabilities to be paid out of the, \$ (ii) we have claimer a'substantial refund=in respect of

transfer tax and (iii) there is pending litigation against [REDACTED] (iv) I would have to hold back some funds to pursue the claim against [REDACTED].

Mr. Patrick Hylton
Finnic Limited
09 April 2002

So if there is \$ [REDACTED] from the NIBJ payment after payment of the liabilities, and if I hold a further \$10 million for contingencies, this would leave \$ [REDACTED] for the interim distribution at closing. Despite this Mr. Joslin indicated that he is firm in the position that he will not release the documents unless he receives \$ [REDACTED] at the time of closing.

It appears to me that the position taken by Joslin is based on a misunderstanding in relation to two (2) issues, namely:

1. their belief that you were to receive \$ [REDACTED];
2. a misunderstanding in relation to my role and obligation as receiver.

I will address both issues below.

SUM DUE TO REFIN TRUST LIMITED

You will recall that in our meeting on December 19, 2001 we had discussed the issue of the sum which I had initially indicated to you would be due to you on completion and my subsequent estimate. I left that meeting on the understanding that the satisfaction documents would be delivered to my attorneys in exchange for a cheque in your favour in the sum of \$ [REDACTED]. For ease of reference, I enclose a copy of letter dated December 21, 2001 from you to my attorneys which confirms this agreement.

It appears that Joslin has not been advised of this. I ask that you as a matter of urgency advise them of this so that we may proceed. Nearly four (4) months have passed since my agreement to pay the sum of \$ [REDACTED]. Each day which passes without the completion of the sale leads to the need to incur additional costs for the receivership and a further reduction of the sum to be paid to the secured creditors. In my view it is therefore in the interest of all the parties which are affected to have the sale completed as a matter of urgency.

MY ROLE AS RECEIVER

As you know I was appointed Receiver and Manager of the company by National Commercial Bank Jamaica Limited and your subsidiary, Refin Trust Limited in 1998. In light of the filing of a petition to wind up the company in 1998, I agreed with you on the understanding that I was your agent and not the agent of the company and on the basis that you would issue to me a further indemnity to address this issue. As you know, this indemnity was given. Will has effectively stepped into your shoes and I therefore now represent their interest in the company.

Mr. Patrick Hylton
Finnic Limited
09 April 2002

Great effort was made to locate a purchaser of the company without success and finally, after lengthy negotiations, in 2001, with your blessing, I entered into an agreement with NIBJ for the sale of the assets of the various companies. As you know, most of the assets are subject to charges in favour of entities, which were under the control of Finsac. In Light of Finsac's control over these entities; -we have proceeded on the basis that in addition to your capacity as debenture holder, I would make an interim payment of \$ [REDACTED] to you in exchange for the satisfaction documents from these entities at the time of closing, obviously without prejudice to the right to receive further interim payments as funds become available (e.g. from a refund of transfer tax). I believe Joslin now holds these satisfaction documents. I was therefore only left with the responsibility of securing the remaining Memoranda of Satisfaction from those entities which were not under Finsac's control. This I have done.

As you know, as Receiver I am required to satisfy certain preferential obligations and therefore I do not have total discretion in how the funds from the sale should be disbursed. I have tried unsuccessfully to explain this to Joslin's representatives. NIBJ has already served a Notice to Complete and Making Time of the Essence and it is only a matter of time before they become so frustrated with the delays in the completion of the sale and seek to take proceedings in court for a resolution. If I were sued, I would rely on my indemnity. In my view it is in no one's interest for this matter to result in litigation. I therefore ask for your assistance in clarifying to Joslin the state of affairs to facilitate the completion of the sale. If you think a meeting will assist in resolving these issues, I am available to meet at your earliest convenience. I look forward to hearing from you as soon as possible.

Yours faithfully

[REDACTED] Receiver
& Manager [REDACTED]

[REDACTED]/ccbkc

Encs.

TP 41 If

FThTSAC LIMITED

"Financial Sector Adjustment Co, Ltd"
76 KNUTSFORD BOULEVARD
P.O. BOX 54, KINGSTON 5 JAMAICA,

PHONE: (876) 906-1809-12

FAX: (876) 906-1822

May 17, 2002

Dennis Joslin Ja. Inc.
Mutual Life Centre 2
Oxford Road
Kingston 5
Attention: Mr. Dennis Joslin

Dear Sirs:

Re: [REDACTED]

We refer to your proposal sent to us on May 16, 2002 in respect of

[REDACTED].

Please be advised that the proposal is approved.

Yours sincerely,

ABR:aj

c, Mr. Patrick Hylton
Mr. Errol Campbell
Mr. Jim Welsh
Mrs. Dianna Davis-Smith

Auirey B. Robinson (Mrs.)
General Manager

FAXED 17:..?.a.....
DATE

October 5, 1998

Dr. The Hon. Omar Davies
Minister of Finance & Planning
Ministry of Finance & Planning
30 National Heroes Circle
Kingston 4

Dear Dr. Davies:

Re: [REDACTED]

I am in receipt of a copy of [REDACTED] letter to you concerning [REDACTED]
[REDACTED].

As I have advised [REDACTED] I am not in agreement with his suggestion to remove the Receiver as this could facilitate a diminution of the assets of the company.

If the expenses of the Receiver are too high, we can either:

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- (a) change his terms of reference; or
- (b) replace him with a cheaper Receiver.

We however at this point require the presence of the receiver and the legal protection given to such an office until we are able to determine the viability of the company.

Yours faithfully,
FINSAC LIMITED

PATRICK HYLTON
MANAGING DIRECTOR

PIUIt

Cc: [REDACTED] - President, NIBJ
[REDACTED] - President, NDB

