

COMMONWEALTH OF THE BAHAMAS

New Providence

Dated: 30 December 2014.

THE CAVES COMPANY LIMITED

-AND -

THE ATAVUS GROUP LIMITED

AGREEMENT FOR SALE

COMMONWEALTH OF THE BAHAMAS

New Providence

THIS AGREEMENT is made upon the date shown in the Schedule hereto between the parties respectively described as "the Vendor" and "the Purchaser" therein WHEREBY IT IS AGREED as follows:-

1. Subject to a Permit being granted to the Purchaser under the provisions of The International Persons Landholding Act (hereinafter called "the said Act") the Vendor will sell and the Purchaser will purchase the fee simple estate in possession of the hereditaments described in the Schedule hereto together with all appurtenances thereunto belonging (hereinafter referred to as "the said hereditaments").

2. The said hereditaments are being sold together with the rights of way and easements (if any) and subject to the restrictions and conditions (if any) respectively described in the Schedule hereto, but otherwise free from encumbrances.

3. The purchase price for the said hereditaments shall be the sum described in the Schedule hereto and upon execution of its Agreement Ten per centum (10%) of the purchase price shall be paid to the Vendor's Attorneys as Stakeholders as a deposit and in part payment of the above purchase price.

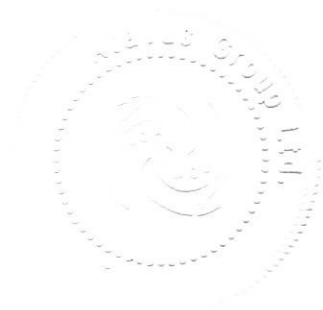
4. The date for completion of the above sale shall be on or before Thirty (30) days after the receipt of a Permit granted to the Purchaser under the provisions of the said Act. If the parties shall agree on another date for the completion of the sale that date shall be known as the completion date (hereinafter in either case referred to as "the completion date").

5. The Vendor sells as Beneficial Owner.

6. Within Fourteen (14) days from the date hereof the Vendor shall

IN WITNESS WHEREOF the Purchaser has
caused its Common Seal to be hereunto
affixed.

The Common Seal of Atavus)
Group Limited was affixed)
hereto in the)
presence of:-)




.....
(Chief Executive Officer)

.....
Secretary

include corporations the masculine gender shall include the feminine gender and words importing the singular number only shall include the plural number and vice versa.

THE SCHEDULE HEREINBEFORE REFERRED TO

1. Date of Agreement:- **30th December, 2014.**
2. Vendor:- **The Caves Company Limited**
3. Purchaser:- **The Atavus Group Limited**
4. Purchase Price:- **B\$3,250,000.00**
5. Completion Date:- **30th March, 2015.**
6. Description of the said hereditaments and also the rights of way and easements (if any) referred to in Clause Two of the Agreement:-

ALL THAT piece parcel or tract of land containing Six and Five hundred thousandths (6.500) acres situate at the Southwest corner of the junction of John F. Kennedy drive and the New Gladstone Road in the Western District of the Island of New Providence and which piece parcel or tract of land has such position boundaries shape marks and dimensions as are shown on the diagram or plan hereto attached and is thereon edged in Pink.

IN WITNESS WHEREOF the Vendor has
caused its Common Seal to be hereunto
affixed.

The Common Seal of The)
Caves Company Limited)
was affixed hereto in the)
presence of:-)

Geoffrey Owen
President



within the time limited by such notice the Purchaser shall be entitled to demand and to receive from the Vendor the immediate return of the Purchaser's deposit without any interest whether earned thereon or not which shall be accepted by the Purchaser in complete liquidation of any damages resulting from the breach of this Agreement by the Vendor but this provision is without prejudice to the Purchaser's right to the remedy of damages, specific performance or otherwise.

16. The completion of the purchase and the payment of the balance of the purchase price shall take place on the completion date at the office of McKinney, Bancroft & Hughes in the City of Nassau in the said Island of New Providence, the Vendor's Attorneys.

17. This Agreement and the proposed sale and purchase of the said hereditaments is subject to and conditional upon a Permit being granted to the Purchaser under the provisions of the said Act. Both parties shall use their best endeavours to obtain a Permit without delay but in the event that they should be unable to obtain the same within Four (4) months from the date hereof This Agreement shall at the expiration of that period or such further period as the parties hereto may hereafter mutually agree to in writing become null and void and the Vendor shall return to the Purchaser the deposit paid herein without interest whether earned or not and the Purchaser shall return to the Vendor's Attorneys all documents of title and all other documentation forwarded to the Purchaser pursuant to the provisions hereof. The Vendor and the Purchaser shall provide each other with copies of all applications for the approval referred to above.

18. Upon completion of the purchase the Purchaser shall be entitled to vacant possession of the said hereditaments and shall be responsible for the payment of all taxes rates assessments and outgoings after the completion date such taxes rates assessments and outgoings to be apportioned where necessary and to be paid in full by the Vendor up to and including the completion date.

19. Any notice which is required to be served hereunder shall be

produced to the Purchaser or its Attorneys as hereinbefore provided.

12. Upon completion:-

(a) The Purchaser shall pay to or cause to be paid to the Vendor's Attorneys the sum being the balance of the said purchase price;

(b) Upon payment of the balance of the said purchase price as aforesaid the Vendor's Attorneys shall deliver to the Purchaser or its Attorneys a proper assurance of the said hereditaments in favour of the Purchaser or its nominee duly executed by the Vendor which said assurance shall be prepared by and at the expense of the Purchaser and shall be in a form approved by the Purchaser's Attorneys (such approval not to be unreasonably withheld) and a draft of which said assurance shall be submitted to such Attorneys at least Seven (7) days before the completion date; and

(c) The Purchaser shall be liable for the stamp duty payable on the said assurance, value added tax (if applicable) and any other government taxes which may be payable.

13. If the purchase is not completed on the completion date this Agreement shall nevertheless (subject as hereinafter provided) continue in full force and effect unless one of the parties hereto shall serve upon the other Twenty-one (21) days' notice to complete (of which time shall be deemed to be of the essence) and the party shall at the end of Twenty-one (21) days after receipt of such notice have failed to complete in accordance with this Agreement.

14. If the Purchaser shall nevertheless fail to complete the purchase within the time limited by such notice the Vendor may provided that the Vendor shall have deduced such title as aforesaid and shall have complied with the Vendor's other obligations hereunder and provided the necessary Permit shall have been granted under the said Act but without previously tendering an executed assurance terminate this Agreement and forfeit the Purchaser's deposit

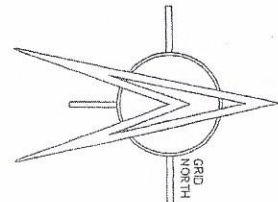
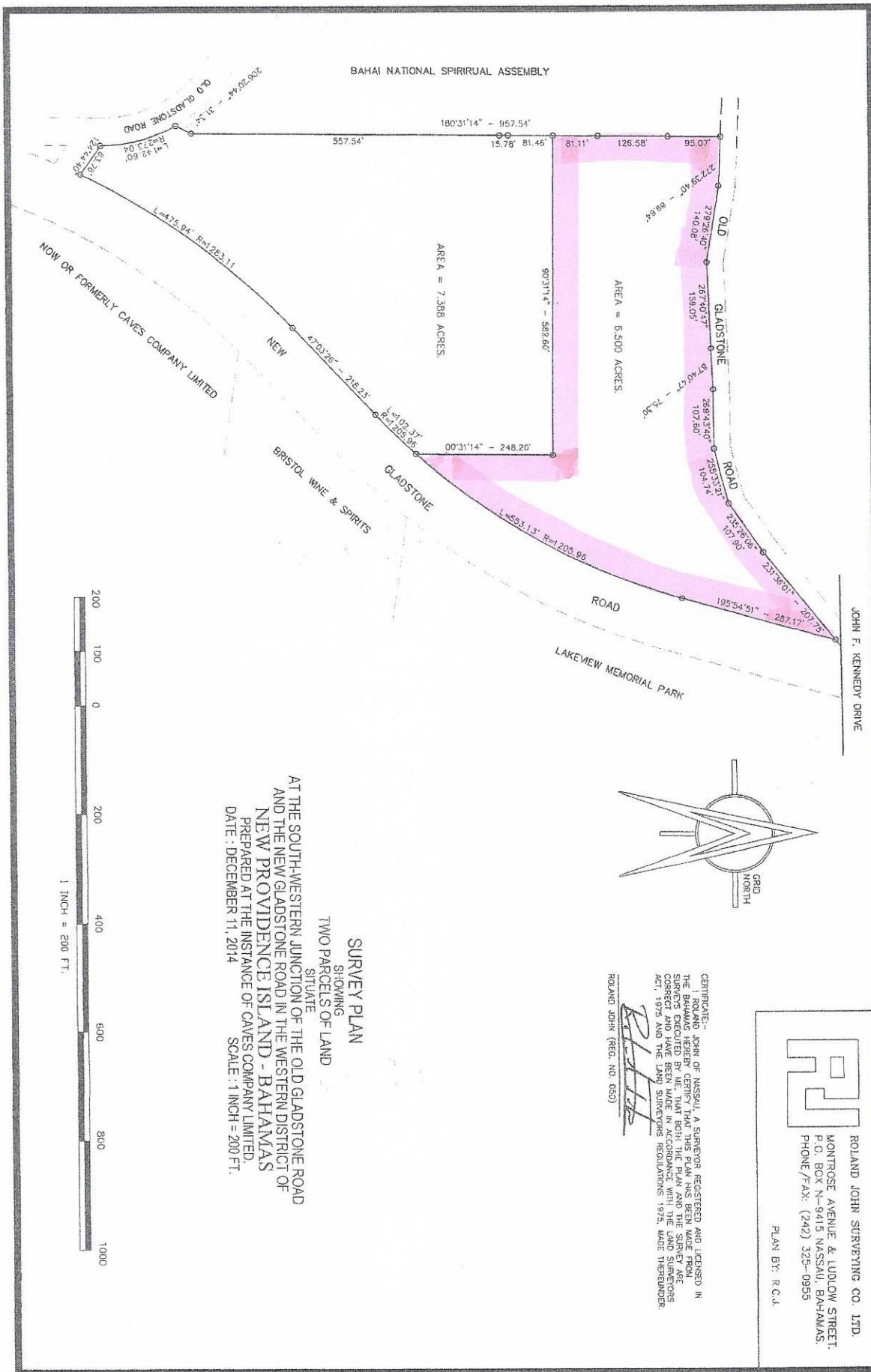
7. Notwithstanding the provisions of Section Three (3) sub-sections Five (5) and Nine (9) of the said Conveyancing and Law of Property Act the Vendor shall not be obligated to produce an Abstract of Title in respect of the said hereditaments unless requested in writing to do so by the Purchaser within Fourteen (14) days from the delivery of all the said documents and other information.

8. The foregoing provision does not exempt the Vendor from answering requisitions on title properly raised by the Purchaser or its Attorneys.

9. Requisitions and objections (if any) in respect of the title or description of the said hereditaments or otherwise arising out of this Agreement shall be delivered in writing to the Vendor's Attorneys within Fourteen (14) days from the delivery of all the said documents and other information.

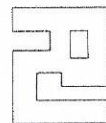
10. If the Vendor shall deduce such title to the said hereditaments as is provided for in this Agreement in accordance with the provisions hereof and shall be ready able and willing in accordance with such provisions to deliver the assurance hereinafter provided for and the Purchaser nevertheless fails to complete the purchase and pay the balance of the purchase price then and in that case provided the necessary Permit shall have been granted under the said Act the deposit shall be forfeited to the Vendor in complete liquidation of all damages caused by such failure whereupon this Agreement shall be cancelled without further or other liability by any party to the other save the Purchaser shall return or cause to be returned to the Vendor all documents of title and such other information as shall have been produced to the Purchaser or its Attorneys as hereinbefore provided.

11. If the Vendor shall fail to deduce such title to the said hereditaments as is provided for in this Agreement in accordance with the provisions hereof or shall fail to deliver the assurance hereinafter provided for with the stamp duty thereon then the Purchaser may (but without prejudice if the Purchaser so elects to any of the Purchaser's alternative remedies by way of



CERTIFICATE:
 JOHN OF NASSAU, A SURVEYOR REGISTERED AND LICENSED IN
 THE BAHAMAS HEREBY CERTIFY THAT THIS PLAN HAS BEEN MADE FROM
 SURVEYS EXECUTED BY ME, THAT BOTH THE PLAN AND THE SURVEY ARE
 CORRECT AND HAVE BEEN MADE IN ACCORDANCE WITH THE LAND SURVEY
 ACT, 1975 AND THE LAND SURVEYING REGULATIONS, 1975, MADE THEREUNDER.

John of Nassau
 JOHN OF NASSAU (REG. NO. 050)



ROLAND JOHN SURVEYING CO. LTD.
 MONTROSE AVENUE & LUDLOW STREET,
 P.O. BOX N-9415 NASSAU, BAHAMAS.
 PHONE/FAX: (242) 325-0955

PLAN BY: R.C.J.

SURVEY PLAN
 SHOWING
 TWO PARCELS OF LAND
 SITUATE
 AT THE SOUTH-WESTERN JUNCTION OF THE OLD GLADSTONE ROAD
 AND THE NEW GLADSTONE ROAD IN THE WESTERN DISTRICT OF
 NEW PROVIDENCE ISLAND - BAHAMAS
 PREPARED AT THE INSTANCE OF CAVES COMPANY LIMITED.
 DATE: DECEMBER 11, 2014
 SCALE: 1 INCH = 200 FT.