



Attorneys at Law

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Postal Services Sint Maarten N.V.

Attn: Mr. Denicio Richardson,

Interim Managing Director

Philipsburg

SINT MAARTEN

Re.: Nieuwe Post Nederlandse Antillen N.V. / Postal Services Sint Maarten N.V.

Curaçao, 16 March 2012

Dear Mr. Richardson,

We refer to the Transfer, Support and Assistance Agreement ['the Agreement'] entered into by and between Nieuwe Post Nederlandse Antillen N.V. ['NPNA'] and Postal Services Sint Maarten N.V. ['PSS'], The Shareholder of PSS and the labor union SMCU, dated 15 October 2011, and the thereto attached Exhibit (*Annex, 1 – Lijst van benodigdheden t.b.v. opzetten PSS per 10-10-2011*).

The Exhibit attached to the Agreement refers to inventory, IT equipment and other moveable goods that are located in the previous business premises of NPNA, in which building you started your postal business.

The stated inventory, IT equipment and moveable goods however belong in legal ownership to NPNA. You have and are yet using these goods as of 15 October 2011 without furnishing NPNA with a compensation for the usage of these goods.

NPNA has repeatedly requested you to provide NPNA access to your business premises to remove some of its needed furniture which specific furniture (office bureau's) has already been indicated to you by NPNA. This request by NPNA was denied by PSS.

NPNA requires these office bureau's for its own business. On behalf of NPNA you are herewith requested and in as far as necessary summoned to provide NPNA within three (3) days as of the date of this letter, access to your business premises to retrieve these office bureau's.



Associated with **Spong** Attorneys at Law, Amsterdam, the Netherlands.

In each relevant case any liability is limited to the amount of the current professional liability insurance policy erendes. Our General Terms & Conditions are applicable to all assignments and activities. These will be provided free of charge at first request.

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Furthermore we inform you on behalf of NPNA that you have to indemnify NPNA for the use of NPNA's goods as listed on Annex 1 and that in that regard you are hereby officially requested and in as far as necessary summoned to provide NPNA within two weeks as of date of this letter:

1. accord to take over the inventory and other goods as listed on Annex 1 of the Agreement (less the office bureau's as mentioned here above);
2. financial compensation for the use of these goods as of 15 October 2011 up till date of removal or date of take-over/purchase by PSS of these goods.

NPNA is willing to discuss with you a reasonable financial take-over/purchase amount and a reasonable compensation for the use of these goods as of 15 October 2011 up till date of take-over/purchase of those goods of and awaits your proposal thereto.

Should PSS not service NPNA with a reasonable proposal within afore stated period of two weeks and not act in accordance with the further demand to provide NPNA within three (3) days as of date of this letter access to have the mentioned office bureau's retrieved, NPNA will seek enforcement through legal measures of which of course all costs will be borne by PSS.

NPNA however entrusts that PSS will also seek to resolve this matter in an amicable way as hereby proposed by NPNA.

Awaiting your most urgent response,

Yours Sincerely,


A.C. Small

Cc: The Prime Minister of Sint Maarten,
Mrs. Sarah Wescott Williams,
Clem Labega Square, P.O. Box 943
Philipsburg, Sint Maarten - fax 5424172.

The Minister of Traffic Transportation and Urban Planning of Curaçao,
Mr. Charles Cooper (c.cooper@onenet.an)

The President of the Supervisory Board of NPNA,
Mr. Kenneth Gijsbertha (kgijsbertha@refeneriaisla.com)