

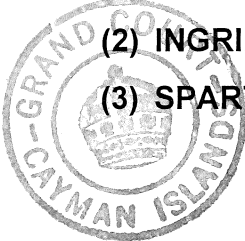
IN THE GRAND COURT OF THE CAYMAN ISLANDS

**The Hon. Chief Justice, George Harre
In Chambers**

CAUSE NO. 845 OF 1997

**BETWEEN: DELOITTE & TOUCHE INC., TRUSTEE OF THE
 ESTATE OF BRE-X MINERALS LTD., A BANKRUPT PLAINTIFF**

**AND (1) JOHN B. FELDERHOF
 (2) INGRID FELDERHOF
 (3) SPARTACUS CORP**



DEFENDANTS

ORDER

UPON hearing Senior Counsel for the Defendants and Counsel for the Plaintiff **UPON** the Defendants' Summons dated 23rd December, 1997

AND UPON Counsel advising the Court that the parties had agreed various terms and conditions upon which the proposed Order was being sought

AND BY CONSENT

IT IS HEREBY ORDERED THAT PARAGRAPH 2 OF THE ORDER HEREIN DATED 18TH DECEMBER, 1997 ("the *mareva*") BE VARIED AS FOLLOWS:

1. The First and Second Defendants shall be jointly permitted to spend a maximum of CI\$156,506.00 or US\$191,000.00 in respect of their living expenses for a period of approximately 2 months commencing on 24th December, 1997, and ending on 28th February, 1998.
2. A new bank account shall be established in the name of the First and/or Second Defendants either at Barclays Bank plc or some other local bank

from which all their living expenses should be paid ("the new account").
The operation of the new account shall not be affected by the *mareva*.

3. The new account will be funded by an immediate transfer of CI\$116,000.00 (or US\$141,000.00) from the Second Defendant's call account at Barclays Bank plc which amount will be used to pay the First and Second Defendants' living expenses for a period of 2 months ending on 28th February, 1998.
4. The Second Defendant shall be entitled to use her debit account at Euro Bank Corporation in Grand Cayman to pay the First and Second Defendants' living expenses and the said account shall not be affected by the *mareva*. Provided however, that any sums expended from the said account shall be taken into account and the total expenditure by the First and Second Defendants in respect of their living expenses for the period referred to in paragraph 1 hereof shall not exceed the total sum of CI\$156,506.00 (US\$191,000.00).
5. Until the establishment of the new account the Second Defendant is permitted to draw cheques on her accounts at Barclays Bank plc up to a maximum sum of CI\$40,000.00. Provided however, that any sums so drawn shall be deducted from the amount of CI\$156,506.00 provided for in paragraph 1 hereof.
6. The First and Second Defendants shall be entitled to use the sums of money which they have in hand and which are referred to in Exhibit "IF 1" of the 1st Affidavit of the Second Defendant sworn to herein on 22nd December, 1997 to pay their living expenses. Provided however, that any

sums so used shall be deducted from the amount of C\$156,506.00 provided for in paragraph 1 hereof.

7. Copies of bank statements relating to the new account shall be delivered to the Plaintiff's attorneys-at-law each month and the Plaintiff shall have the right to call for copies of paid cheques, advice notes or such other documents as may be necessary to identify and explain any particular entries on the statements.
8. The Second Defendant may withdraw from her call account at Barclays Bank plc reasonable sums in respect of legal fees provided that:
 - a. copies of the lawyers' bills are delivered to the Plaintiff's attorneys-at-law at least seven days prior to the date of payment; and
 - b. such bills shall specify the matter or proceeding in respect of which the work is done and the period to which the bills relate, but the bills need not specify details of the work done or the nature of the advice given.
8. Liberty to apply generally.
9. Costs in the cause.

Dated this 24th day of December, 1997.



HON. CHIEF JUSTICE

This Order is filed by Charles Adams, Ritchie & Duckworth, attorneys-at-law for the Plaintiff herein, whose address for service is that of its said attorneys-at-law, P.O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, Cayman Islands, B.W.I.