

FORM 1



LEGAL PRACTITIONERS (STUDENTS) REGULATIONS

(2010 REVISION)

Application to be Admitted as an Attorney-at-Law

Cause no: G 0187 of
2011

We, **Mourant Ozannes**, of Harbour Centre, 42 North Church Street, P.O. Box 1348, George Town, Grand Cayman KY1-1108, **Ritch & Conolly**, P.O. Box 1994, Grand Cayman KY1-1104, and **Renée Simone Caudeiron** of 15 Jacaranda Court, P.O. Box 30722, Grand Cayman KY1-1203 do solemnly and sincerely declare as follows-

A. And I the said **Renée Simone Caudeiron** for myself do say that –

(1) I was exceptionally granted permission by the Legal Advisory Council to complete my Articles of Clerkship in two stages. The first was at **Ritch & Conolly** ("First Stage") and the second was undertaken at **Mourant Ozannes** ("Second Stage"). The Articles were undertaken as follows:

(a) I am one and the same person named as clerk in the Articles of Clerkship bearing the date November 3, 2009 with **Ritch & Conolly**. These Articles were originally for 6 months but were subsequently extended by letter dated May 6, 2010 for a further 2 months. Notice of the extension was sent to the Attorney General by letter dated June 7, 2010. The Articles of Clerkship with **Ritch & Conolly** with extension letters attached are now produced and shown to me and marked with the letter "A";

(b) I am also the person named as clerk in the articles of Clerkship bearing the date July 12, 2010 with **Mourant Ozannes** for the final 10 months now produced and shown to me and marked with the letter "B".

(2) The First Stage of my Articles of Clerkship was registered on December 29, 2009 and the Second Stage was registered on August 11, 2010, both pursuant to regulation 16.

(3) From the date of execution of the First Stage of my Articles until July 10, 2010, I was employed in the proper business practice and employment of **Ritch & Conolly** for a period of 8 months and did not hold any other office or engaged in any other employment during that 8-month period.

(4) Since the date of execution of the Second Stage of my Articles to the present, I have been employed in the proper business practice and employment of **Mourant Ozannes** and have not held any other office or engaged in any other employment during that period.

(5) I have never been convicted of a criminal offence.

(6) I was awarded the Post Graduate Diploma in Professional Legal Skills on September 5, 2008, and a true copy of the same is now produced and shown to me marked with the letter "C"

B. And I the said **Cherry Bridges** of **Ritch & Conolly** for myself do say-

(1) I am a practising attorney-at-law qualified under section 16 of the Legal Practitioners Law (2010 Revision) to take a person into my service as an Articled Clerk, and am the same person named as principal in the Articles of Clerkship now produced and shown to me marked with the letter "A".

(2) The said **Renée Simone Caudeiron** was been bound by articles to me from November 3, 2009 to July 10, 2010, and was employed in my proper business practice and employment as an Articled Clerk.

(3) The period of articles which was served satisfied 8 months of the 18-month requirement of regulation 17.

(4) The said **Renée Simone Caudeiron** is a fit and proper person to be admitted as an attorney-at-law.

C. And I the said **Neal Lomax of Mourant Ozannes** for myself do say-

(1) I am a practising attorney-at-law qualified under section 16 of the Legal Practitioners Law (2010 Revision) to take a person into my service as an Articled Clerk, and am the same person named as principal in the Articles of Clerkship now produced and shown to me marked with the letter "B".

(2) The said **Renée Simone Caudeiron** was been bound by articles to me from July 12, 2010 to May 10, 2011, and was employed in my proper business practice and employment as an Articled Clerk.

(3) The period of articles which was served satisfied the remaining 10 months of the 18-month requirement of regulation 17.

(4) The said **Renée Simone Caudeiron** is a fit and proper person to be admitted as an attorney-at-law.

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the Voluntary Declarations Law (1998 Revision).


Signed:


Cherry Bridges

Taken and acknowledged this 13th day of May, 2011, before me:


Notary Public

Signed:




Neal Lomax



Renée S. Caudeiron

Taken and acknowledged this 17th day of MAY, 2011, before me:



Notary Public

"A"

ARTICLES OF CLERKSHIP

THESE ARTICLES OF CLERKSHIP are made the 3rd day of November 2009.

Between **RITCH & CONOLLY** of P.O. Box 1994, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at-Law (hereinafter called "**the Principal**") of the one part and **RENEE CAUDEIRON** of P.O. Box 30722, Grand Cayman KY1-1203, Cayman Islands (hereinafter called "**the Articled Clerk**") of the other part.

WITNESS as follows:-

1. The Principal hereby takes the Articled Clerk as his clerk for six months from 10th November 2009 (hereinafter called "the term").
2. The Articled Clerk binds herself to the Principal to serve the Principal for the term.
3. The Articled Clerk covenants with the Principal as follows:-
 - (1) Honestly, diligently and faithfully and to the best of her ability to serve the Principal as his clerk in the profession of Attorney-at-Law;
 - (2) Not at any time during or after the term to make public or disclose any information as to the affairs of the Principal, his partners or any of his or their clients or the names of any clients;
 - (3) To attend at the offices of the Principal during normal business hours and not to absent herself from the service of the Principal without the consent of the Principal;
 - (4) To indemnify the Principal against any loss or damage or prejudice by the misbehaviour, neglect or improper conduct of the Articled Clerk and to make good and reimburse to the Principal the amount and value thereof PROVIDED that this covenant shall not apply to any act or omission without malice of the Articled Clerk which would have constituted professional negligence if committed or omitted by a solicitor;
 - (5) At all times to comply with and obey the laws of the Cayman Islands and such reasonable, proper and lawful directions or regulations as the Principal or his partners may from time to time issue.
4. The Principal covenants with the Articled Clerk as follows:-
 - (1) To the best of his ability to teach and instruct the Articled Clerk or cause her to be taught and instructed by his partners or any associate Attorney-at-Law employed

by them in the practice and profession of an Attorney-at-Law in such manner as the Principal now practices or may during the term practice, namely in the fields of civil litigation, conveyancing and probate;

- (2) With effect from the commencement date on 10th November 2009, to pay the Articled Clerk on the last business day of each month the sum of US\$5,000.00 per month or such other sum as may from time to time be agreed provided always that except as expressly provided herein all absences from the service of the Principal shall be unpaid and save that for the first and last month of these Articles payment shall be prorated for partial months engaged;
 - (3) To allow the Articled Clerk 20 working days paid holiday in each year at such time or times as the Principal may agree with the Articled Clerk prorated for the period of these Articles;
 - (4) To allow the Articled Clerk 10 paid days absence each year on account of illness prorated for the period of these Articles provided that the Principal may require the same to be supported by a medical certificate;
 - (5) On the expiration of the term to use his best endeavours to procure the Articled Clerk to be admitted as an Attorney-at-Law provided the Articled Clerk shall then be qualified for such admission;
 - (6) To enrol the Articled Clerk in the Generali Worldwide health insurance plan of Ritch & Conolly ("the Firm") and the Firm will pay 100% of the premium relating to the Articled Clerk only;
 - (7) To make contributions to the Firm's designated pension scheme for the benefit of the Articled Clerk:-
 - (i) The Firm's contribution shall be the amount prescribed by the National Pensions Law and as determined by the Firm; and
 - (ii) The Articled Clerk's contribution shall match the amount and frequency of the contribution made by the Firm and shall be deducted from the Articled Clerk's monthly salary.
5. These Articles of Clerkship shall be automatically discharged and without liability or obligation on the part of the Principal in the event that the Principal shall for any reason whatsoever cease to practice as a Cayman Islands Attorney-at-Law.
6. If either the Principal or the Articled Clerk shall be in material breach of these Articles of Clerkship and such breach shall if capable of remedy remain unremedied for thirty days after written notice to the party in breach requiring the same to be remedied these Articles shall forthwith be automatically discharged but without prejudice to either party's rights with respect to antecedent breach hereof by the other.

7. (i) The Articled Clerk acknowledges that the information of the Firm and any affiliate thereof including without limitation its internal procedures, processes, institutional or other lists of actual or prospective clients and information concerning them, devices, techniques, methods, computer systems (including hardware, software and data), business and marketing plans, employee information (including the terms of these Articles), documents or records kept in any tangible or intangible form and know-how of the Firm were designed and developed by the Firm; are secret and confidential; are unique and constitute the exclusive property and trade secrets of the Firm and that any use of such property or trade secrets by the Articled Clerk, other than for the sole benefit of the Firm, would be wrongful and would cause irreparable injury to the Firm.
- (ii) The Articled Clerk shall not, at any time, other than in the course of her duties, without the express written consent of the Firm, duplicate, copy, reproduce, publish, disclose or divulge to any person, firm or corporation, or use directly or indirectly for her own benefit, or for the benefit of any person, firm, corporation or entity other than the Firm, any confidential information as specified in this clause 7 learned or obtained by the Articled Clerk from the Firm.
- (iii) This clause 7 shall survive termination of these Articles.
8. The Articled Clerk shall not, either alone or as an employee or in partnership, at any time until three years after cessation of these Articles solicit by any means whatsoever business from any client or ex-client of the Firm or any affiliate thereof.
9. These Articles and the employment of the Articled Clerk hereunder is subject to the policies and procedures of the Firm.
10. These Articles of Clerkship shall be construed in accordance with the laws of the Cayman Islands.

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed the day and year first above written.

RITCH & CONOLLY

ATTORNEYS - AT - LAW

P O Box 1994 • Queensgate House • 113 South Church Street
Grand Cayman KY1-1104 • CAYMAN ISLANDS
Phone: 345 949 7366 • Facsimile: 345 949 8652
E-mail: info@rc.com.ky • Web: www.rc.com.ky

6th May 2010

Miss Renee Caudeiron
C/o P.O. Box 1994
Grand Cayman

Dear Miss Caudeiron,

Re: Extension of Employment – Articled Clerk

This serves to confirm the extension of your employment as an Articled Clerk with the firm from 11th May 2010 until 10th July 2010.

Terms and Conditions of extension of employment:


All other terms and conditions remain the same.

Kindly sign and return for our files, the enclosed copy of this extension of employment if you accept fully the contents contained herein.

Yours sincerely,
RITCH & CONOLLY

Per: 
David E. Ritch, OBE, J.P.

I, Renee Caudeiron, accept without reservation, the terms and conditions of employment contained in the above extension of employment.


Renee Caudeiron

Date: 6/5/10

"B"

ARTICLES OF CLERKSHIP

THESE ARTICLES OF CLERKSHIP are made the 12 day of July 2010.

Between MOURANT OZANNES of P.O. Box 1348, Grand Cayman KY1-1108, Cayman Islands, Attorneys-at-Law (hereinafter called "**the Principal**") of the one part and RENEE CAUDEIRON of P.O. Box 30722, Grand Cayman KY1-1203, Cayman Islands (hereinafter called "**the Articled Clerk**") of the other part.

WITNESS as follows:

1. The Principal hereby takes the Articled Clerk as his clerk for 10 months from 12th July 2010 (hereinafter called "the term").
2. The Articled Clerk binds herself to the Principal to serve the Principal for the term.
3. The Articled Clerk covenants with the Principal as follows:-
 - (1) Honestly, diligently and faithfully and to the best of her ability to serve the Principal as his clerk in the profession of Attorney-at-Law;
 - (2) Not at any time during or after the term to make public or disclose any information as to the affairs of the Principal, his partners or any of his or their clients or the names of any clients;
 - (3) To attend at the offices of the Principal during the normal business hours and not to absent herself from the service of the Principal without the consent of the Principal;
 - (4) To indemnify the Principal against any loss or damage or prejudice by the misbehaviour, neglect or improper conduct of the Articled Clerk and to make good and reimburse to the Principal the amount and value thereof PROVIDED that this covenant shall not apply to any act or omission without malice of the Articled Clerk which would have constituted professional negligence if committed or omitted by a solicitor;

(5) At all times to comply with and obey the laws of the Cayman Islands and such reasonable, proper and lawful directions or regulations as the Principal or his partners may from time to time.

4. Principal covenants with the Articled Clerk as follows:-

(1) To the best of his ability to teach and instruct the Articled Clerk or cause her to be taught and instructed by his partners or any associate Attorney-at-Law employed by them in the practice and profession of an Attorney-at-Law in such manner as the Principal now practices or may during the term practice, namely in the fields of corporate finance;

(2) With effect from July 12th 2010, to abide by the terms of the employment contract as appended.

EXECUTED as a Deed and DELIVERED)

by the said NEAL LOMAX)

in the presence of :-)

J. Lomax

[Signature])

Notary Public

EXECUTED as a Deed and DELIVERED)

by the said RENEE CAUDEIRON)

in the presence of :-)

Renee Caudeiron

[Signature])

Notary Public

I certify that these Articles of Clerkship are fair and reasonable.

CHERYLL M. RICHARDS

[Signature]

Hon. Attorney General (Actg)

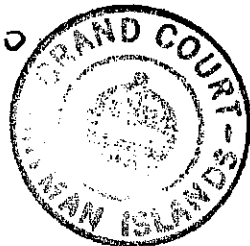
Dated: 19/7/10

I certify that these Articles of Clerkship

were registered on 11 August 2010

and that the term of service thereunder

commenced on 12 July 2010



[Signature]

Clerk of Court

Dated: 11 Aug 2010

THE CITY UNIVERSITY

LONDON

CERTIFIED A TRUE COPY
this 9th day of ~~Sept~~....., 20~~08~~09

Lily Lee
.....
Lily W. Lee, Notary Public



Postgraduate Diploma

We hereby certify that

RENEE CAUDEIRON

was admitted on the 5th day of September 2008

by resolution of the Senate to the

Postgraduate Diploma in Professional Legal Skills

having been graded as Competent

Malcolm Gillies

Vice-Chancellor

Adrian Keane
Director of Programme

[Signature]
Academic Registrar