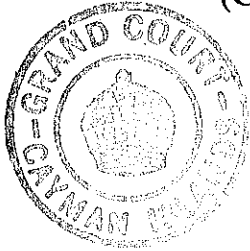


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 635 OF 1998

BETWEEN: **Isabelle Al Ibraheem née Djeddah** PLAINTIFF

AND: **Bank of Butterfield International
(Cayman) Ltd.** DEFENDANT



WRIT OF SUMMONS

TO: **Bank of Butterfield International (Cayman) Ltd.**
P.O. Box 705GT
George Town, Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 16th day of October, 1998.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

THE PLAINTIFF'S CLAIM is for: -


1. a Declaration that the Defendant as trustee of the trusts of a settlement dated the 13th day of September 1989 made between Tony Djeddah as settlor and The Bank of N. T. Butterfield & Son (Cayman) Limited as trustee has acted in wilful default of its obligations as trustee by acting on instructions purporting to come from the settlor or to have been given on his behalf and in making payments to or on behalf of the settlor on instructions purporting to come from the settlor or to have been given on his behalf that the settlor had no mental capacity to provide from 1992 onwards;
2. an order that the Defendant do compensate the trust estate and restore it to its position prior to the Defendant's breaches of trust;
3. an Order that the Plaintiff and/or some other fit and proper persons may be appointed to be trustees of the trusts in place of the Defendant;
4. an Inquiry as to what investments were sold by the Defendant for the purpose of enabling it to make the purported advances, and by what investments the same would now be represented if the investments so sold had been retained by the Defendant as such trustee as aforesaid;
5. an Order that the Defendant do purchase and transfer to the new trustees when so appointed as aforesaid such investments as shall be certified to represent now the investments so sold as aforesaid;
6. an Inquiry as to the dividends which would have been received by the Defendant as such trustee as aforesaid if it had retained the investments from the date of the respective sales thereof;

7. payment to the new trustees when so appointed as aforesaid of the amount certified in answer to the said Inquiry together with interest thereon pursuant to section 34 of the Judicature Law (1995 Revision);
8. all other Accounts, Directions and Inquiries;
9. if and so far as may be necessary execution of the trusts under the direction of this Honourable Court;
10. further and other relief; and
11. costs.

The Defendant is sued as trustee of the said settlement.

The Plaintiff sues in her capacity as a beneficiary of the said trust.

The Defendant is joined as trustee of the said trust.


IAN BOXALL & CO.
Attorneys-at-Law for the
Plaintiff

THIS WRIT was issued by Ian Boxall & Co., P.O. Box 1234GT, George Town, Grand Cayman, Attorneys-at-Law for the Plaintiff herein whose address for service is that of her said Attorneys-at-Law.