

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 540 OF 1995

BETWEEN:

CORPORATION NACIONAL DEL COBRE DE CHILE PLAINTIFF

AND:



MORGAN GRENFELL (CI) LTD DEFENDANT

EX PARTE ORIGINATING SUMMONS

LET ALL PARTIES CONCERNED attend before a Judge of the Grand Court in Chambers at the Law Courts, George Town, Grand Cayman at 9.30 a.m. on the 19th day of December, 1995 on the hearing of an application by the Plaintiff for an order that:-

1. The Defendant shall, within 21 days after service of the Order sought herein (or by such other time and date as may be agreed to in writing by the Plaintiff) provide to the Plaintiff's attorneys-at-law true copies of all documents or records (including documents and records that are stored electronically by means of computer or on computer hard or other disc or otherwise) that are in the possession, custody or power of the Defendant relating to:-
 - (a) The following transfers or payments or any of them ("the Payments") that is to say:
 - (i) the transfer or payment of US\$471,567 into an account numbered 03400396 at the George Town, Grand Cayman branch of Deutsch

Sudamerikanische Bank AG, in the name of Juan Pablo Davila and Pradenas Ximena ("the Davila Joint Account") made on or about 15th September, 1993.

(ii) the transfer or payment of US\$600,000 into the Davila Joint Account made on or about 17th November, 1993.

(iii) the transfer or payment of US\$810,537 into an account numbered 03701542 at the George Town, Grand Cayman branch of Deutsch Sudamerikanische Bank AG, in the name of Interglobal Inc. made on or about 14th January, 1994.

(iv) the transfer or payment of US\$159,985 into an account numbered 03400505 at the George Town, Grand Cayman branch of Deutsch Sudamerikanische Bank AG in the name Juan Marcelo Avendano Sabugo ("the Avendano Account") made on or about 21st January, 1994.

(v) the transfer or payment of US\$399,985 into the Avendano Account made on or about 1st July, 1994.

(vi) the transfer or payment of US\$209,985 into the Avendano Account made on or about 20th September, 1994.

(vii) the transfer or payment of US\$226,819 into the Avendano Account made on or about 8th November, 1994.

(viii) the transfer or payment of US\$69,985 into the Avendano Account made on or about 13th April, 1995.

(b) The following account or accounts or any of them ("the Accounts") that is to say:-

(i) Any account or accounts out of which any amounts were debited or through which any funds passed pursuant to as a result of or in connection with the making of the Payments.

(ii) Any account or accounts in the name of the individuals or entities referred to in the Schedule attached hereto and marked "A" or any of them.

(iii) Any account or accounts in respect of which the individuals or entities referred to in the Schedule attached hereto and marked "A" or any of them are reputed owners.

(iv) Any account or accounts in respect of which the individuals or entities referred to in the Schedule attached hereto and marked "A" or any of them are authorised signatories or are authorised to give instructions or have given or are giving instructions.

(c) The opening of the Accounts and the operation thereof.

(d) All dealings with or in the Accounts from the dates upon which they were opened onwards, including:-

(i) All statements of account relating to the

- Accounts;
- (ii) All correspondence relating to the Accounts between any parties;
 - (iii) All internal memoranda relating to the Accounts;
 - (iv) All documents containing information or instructions concerning the Accounts and payments and transfers relating thereto;
 - (v) All cheques drawn on the Accounts and all debit vouchers, transfer applications, transfer instructions and transfer orders relating to the Accounts.
- (e) All correspondence between or involving the persons or entities referred to in Schedule A hereto or any of them or any person or entity authorised to give or who has at any time given or is giving instructions relating to the Accounts or any person or entity whose name is referred to in any of the documents or records referred to in this paragraph of this Order or who has signed such documents.

2. The Defendant shall, within 14 days after service of this Order, (or by such other time and date as may be agreed in writing by the Plaintiff) provide to the Plaintiff's attorneys-at-law an affidavit sworn by a duly authorised officer of the Defendant, setting out to the best of the Defendant's knowledge or belief the following information that is to say:-

- (a) the name(s) and all addresses of the holder of the accounts referred to in paragraph 1(b)(i) above.

(b) the balance standing to the credit of the said accounts as at 5.00 p.m. on the day prior to the day of swearing of the said affidavit.

(c) the source(s) of the amounts or funds referred to in paragraph 1(b)(i) above, including the account(s) from which such amounts or funds were paid and the names and all addresses of the holders of such accounts.

3. The Defendant be restrained until paragraph 1 of the Order has been complied with or further order in the meantime (whether by itself, its directors, officers, servants or agents or any of them or otherwise howsoever) without the written consent of the Plaintiff from doing the following acts or any of them that is to say parting with possession of or destroying or mutilating or amending or deleting or removing or disposing of any of the documents or records referred to in paragraph 1 above.

4. The Defendant be restrained until 3rd February, 1996 or further order in the meantime (whether by itself, its directors, officers, servants or agents or any of them or otherwise howsoever) without the written consent of the Plaintiff:-

(a) From revealing or disclosing to its head office in the Channel Islands or to any third party (including any servants or agents of the Defendant or any companies connected or associated with the Defendant) the following matters and each of them that is to say:-

(i) the affidavit of Simon Bushell sworn on December, 1995 and the exhibits thereto and the contents thereof;

- (ii) that the Plaintiff has made the application that has led to this Order;
- (iii) that this Order has been made and its effect;
- (iv) that the Defendant shall take or has taken any steps in compliance of this Order (if such be the case);
- (v) that the Defendant shall take or has taken steps to make an application under Section 4 of the Confidential Relationships (Preservation) Law, (1995 Revision) (if such be the case)

save for the purpose of obtaining legal advice or of complying with this Order.

- (b) From revealing or disclosing the matters set out in sub-paragraph (a) above to the persons referred to in paragraph 1(e) above or any of them or to any person who is a member of a firm whose members include any such persons or to any person who is the employer or the employee of any of any such person, for any purpose.
- (c) From warning any third party that the Plaintiff has made or might make any claim or has commenced or might commence any proceedings against any party.

Provided that the Order sought herein is entirely without prejudice to any direction of the Court made pursuant to an application under Section 4 of the Confidential Relationships (Preservation) Law (1995 Revision).

5. If the Defendant is of the opinion that paragraphs 1 and 2 of the Order sought imposes upon it an obligation to make an application for directions under Section 4 of the Confidential Relationships (Preservation) Law (1995 Revision), it shall:

(a) within 7 days after service of this Order:-

- (i) issue an ex parte originating summons;
- (ii) swear and file an affidavit in support of its application;
- (iii) serve the ex parte originating summons upon the Attorney General;
- (iv) use its best endeavours to list its originating summons for hearing prior to the expiry of the 14 day period specified in paragraph 2 of this Order;
- (v) notify the Plaintiff's attorneys of the date upon which the ex parte originating summons was issued and the date upon which it will be heard; and

(b) within 2 days after the hearing of the ex parte originating summons serve a copy of the Order upon the Plaintiff.

6. In the event that:-

- (a) the Defendant makes an application under Section 4 of the Confidential Relationships (Preservation) Law (1995 Revision); and

(b) complies with the requirements of paragraph 5 of this Order

the Defendant's time for complying with paragraphs 1 and 2 of this Order shall be abridged or extended to expire 2 days after the hearing of the ex parte originating summons.

7. The Defendant shall have liberty to apply to vary or discharge this Order upon giving not less than 3 days prior notice to the Plaintiff.
8. Such further or other directions as this Honourable Court thinks fit.
9. Such further or other relief as this Honourable Court thinks fit.
10. Such order for costs as this Honourable Court thinks fit.

Dated ^{19th} day of December, 1995.



Charles Adams, Ritchie & Duckworth
Attorneys-at-Law for the Plaintiff

TIME ESTIMATE: The estimated length of the hearing of this originating summons is 1 1/2 hours.

The originating summons was issued by Charles Adams, Ritchie & Duckworth for and on behalf of the Plaintiff, whose address for service is that of its said Attorneys-at-Law, Zephyr House, P. O. Box 709, George Town, Grand Cayman, Cayman Islands, British West Indies.

SCHEDULE A

1. Juan Pablo Davila Silva.
2. Marcelo Avendano Sabugo.
3. Patricio Orrego.
4. Carmen Partarrieu.
5. Servicios de Representacion Y Aesorias Limitada.
6. Compania de Valores y Seguros SA.
7. Servicios de Negocios SAC
8. Broker Trading and Financial Services Limitada.
9. Metallgesellschaft Corp.
10. Mario Piraino Valenzuela
11. Storz Medical AG
12. A Steinsapir
13. Metallgesellschaft Limited
14. Metallgesellschaft A.G.
15. Metallgesellschaft Corp.
16. MG Commodity Corp.
17. Metallgesellschaft Commodity Corp.
18. MG Corp.
19. Metallgesellschaft Corp.
20. Wolfgang Becker.
21. Becker Commodity Consulting.
22. Winchester (USA) Inc.
23. Winchester Commodities Group Limited.
24. Vulcania.
25. Drake Commodities.
26. Winchester Trading Limited.
27. Winchester Brokerage Limited.
28. Mark Slade.
29. Ashley Levitt.
30. Charlies Vincent.
31. Furman Legal Services.