

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 541 OF 1995

BETWEEN:

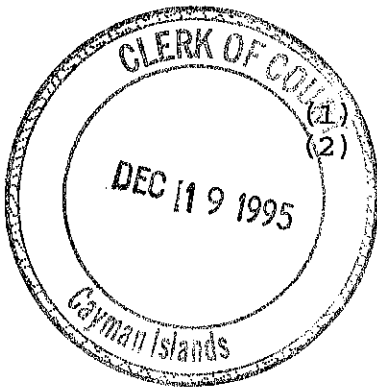
CORPORACION NACIONAL DEL COBRE DE CHILE

PLAINTIFF

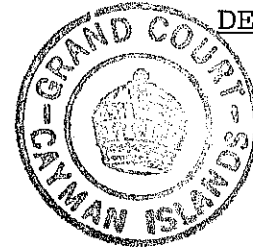
AND

INTERGLOBAL INC.
JUAN MARCELO AVENDANO SABUGO

DEFENDANTS



WRIT OF SUMMONS



- TO:
- (1) Interglobal Inc., a company incorporated in the Cayman Islands whose registered office is at the offices of Deutsch-Sudamerikanische Bank AG at P. O. Box 714G, Anderson Square Building, George Town, Grand Cayman.
 - (2) Juan Marcelo Avendano Sabugo of Hobbins Propiedades, SA, Calle Prolongacion Arenales Nos. 722-724, Distrito de Miraflores, Lima, Peru.

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 495G, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

Issued this ^{19th} day of December, 1995.

NOTE - This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by the order of the Court.

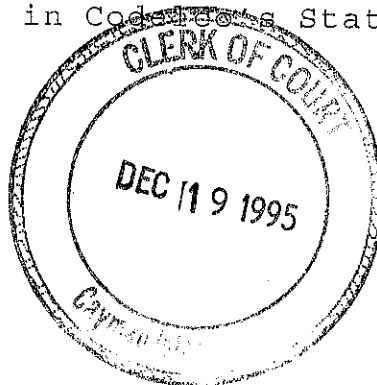
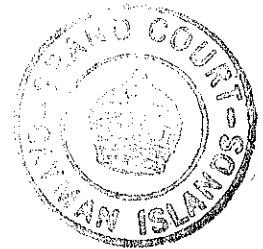
IMPORTANT

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

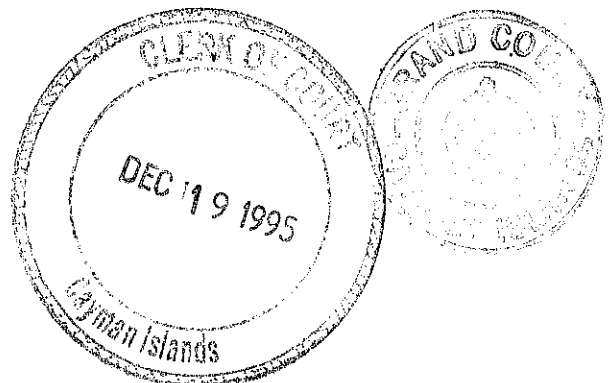
THE PLAINTIFF claims:-

(1) Against both Defendants:-

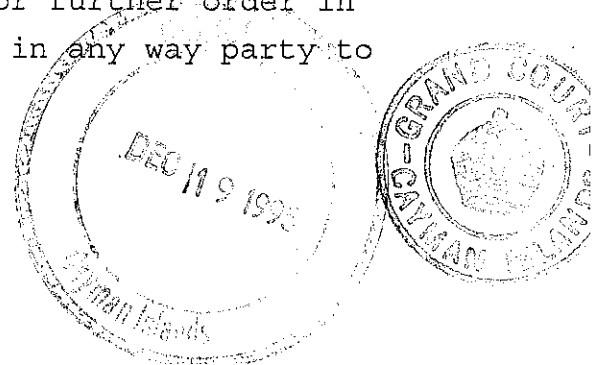
- (a) a declaration that the Defendants and each of them are liable to account to the Plaintiff ("Codelco") in equity or as constructive trustees for the profits which they have made in relation to or as a consequence of certain contracts described in the Statement of Claim as the MG Contracts, the Sogemin Contracts and for any other contracts which Juan Pablo Silva Davila ("Davila") has procured Codelco to enter into with any commodity brokers and/or as a result of certain fraudulent acts pleaded in Codelco's Statement of Claim; and



- (b) an inquiry as to and/or account of the profits that the Defendants have made as a consequence of or in relation to such contracts and such acts on the footing of wilful default; and
 - (c) an order for payment of the amount of such profits to Codelco.
2. Further or alternatively, against the First Defendant ("Interglobal"):-
- (a) a declaration that the payments received into or held in accounts owned and/or controlled by Interglobal are held in equity or on constructive trust for Codelco; and
 - (b) an inquiry into and/or an account of such payments on the footing of wilful default; and
 - (c) an order for payment to Codelco of the amounts of such payments in equity or as money had and received.
3. Further or alternatively, against Interglobal:-
- (a) a declaration that the entire balance standing to the credit of a US dollar denominated account in the name of Interglobal with the Deutsch-Sudamerikanische Bank AG, Grand Cayman branch, account number 03701542 (the "Interglobal Account") is held in equity or on constructive trust for Codelco and that Interglobal is liable to account to Codelco in equity for such balance;

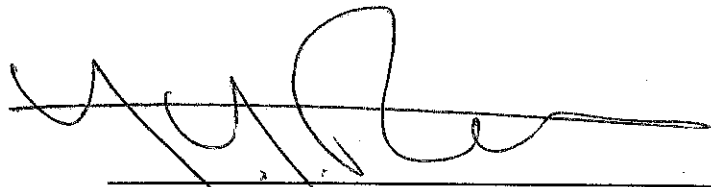


- (b) alternatively, a declaration that the Interglobal Account is subject to a charge in equity in favour of Codelco for certain payments described in the Statement of Claim as the MG Payment, the Chase Payment, the First Morgan Grenfell Payments, the Further Morgan Grenfell Payment and all other secret commissions or bribes paid into such account and interest; and
 - (c) an order for the payment of such balance to Codelco.
4. Further or alternatively, as against the Second Defendant ("Avendano") :-
- (a) damages for fraud and/or conspiracy and/or for procuring breach of contract and/or for procuring and inducing breach of fiduciary duty and/or for interfering with the business and affairs of Codelco by unlawful means;
 - (b) further or alternatively, compensation in equity for dishonestly assisting breach of fiduciary duty;
 - (c) further or alternatively, an order for payment of all bribes and secret commissions paid to Davila and/or his wife Ximena Antonieta Pradenas Villalobos and/or Interglobal made by Avendano or which Avendano has assisted in which Avendano has participated as money had and received.
5. Such injunctions as may be appropriate to restrain Interglobal and Avendano and each of them (whether by themselves, their directors or other officers or agents or otherwise howsoever) until judgement or further order in the meantime from causing or in being in any way party to



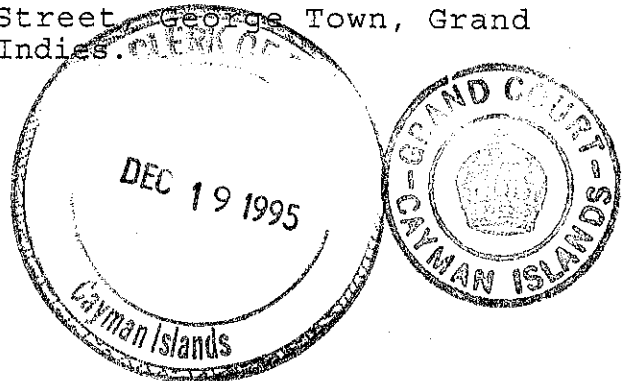
the transfer, assignment, charging or disposal of:-

- (a) any funds standing to the credit of either or both of them in accounts with Deutsch-Sudamerikanische Bank AG or any other bank within the jurisdiction of this Court (whether owned beneficially by themselves or held on trust for the Plaintiff);
 - (b) any other assets within the jurisdiction of this Court.
6. Such orders as may be appropriate requiring the Defendants to disclose to the Plaintiff the nature and whereabouts of the funds and assets referred to in (5) above.
 7. All necessary enquiries as to damages.
 8. Further or other relief.
 9. Interest on all sums found due to Codelco pursuant to Section 62 (1) of the Judicature (Amendment) Law 1995 and the Judgement Debt (Rates of Interest) Rules 1995 at such rate and for such period as the Court thinks just and/or in equity.
 10. Costs.



Charles Adams, Ritchie & Duckworth

THIS WRIT was issued by Charles Adams, Ritchie & Duckworth, Attorneys at Law for the Plaintiff, whose address service is P. O. Box 709, Zephyr House, Mary Street, George Town, Grand Cayman, Cayman Islands, British West Indies.



BETWEEN: CORPORACION NACIONAL DEL COBRE DE CHILE PLAINTIFF

AND: INTERGLOBAL INC. DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

yes

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie &
Duckworth,
P. O. Box 709, Zephyr House,
Mary Street, George Town,
Grand Cayman.

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

Acknowledgment of service of writ of summons (O.12, r.3)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Charles Adams, Ritchie &
Duckworth,
P. O. Box 709, Zephyr House,
Mary Street, George Town,
Grand Cayman.

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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