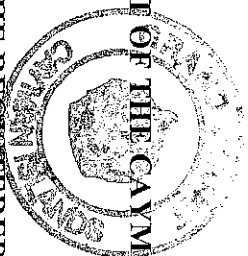


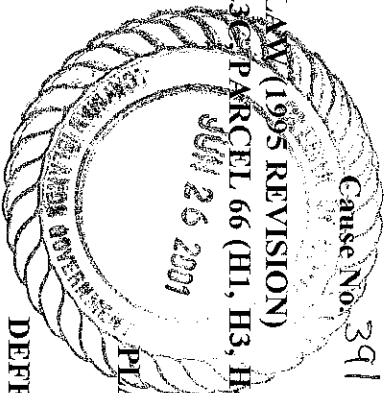
IN THE GRAND COURT OF THE CAYMAN ISLANDS



Cause No. 391 of 2001

IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION)
AND IN THE MATTER OF PROSPECT, BLOCK 23C PARCEL 66 (H1, H3, H4, H5, H6)

BETWEEN: CIBC BANK & TRUST COMPANY
(CAYMAN) LIMITED PLAINTIFF
AND: OBELISK LTD. DEFENDANT



ORIGINATING SUMMONS

TO: Obelisk Ltd. whose registered office and address for service is PO Box 911GT, Grand Cayman.

LET THE DEFENDANT, Obelisk Ltd. within 14 days after service of this Summons on it, counting the day of service, return the accompanying acknowledgement of service to the Court office, P. O. Box 495 GT, George Town, Grand Cayman.

BY THIS SUMMONS which is issued on application of the Plaintiff, CIBC Bank and Trust Company (Cayman) Limited, the Plaintiff seeks relief pursuant to the Registered Land Law (1995 Revision).

- 1) On 24th July 1998 the Plaintiff as Chargee, and the Defendant as Chargor executed a legal charge ("the Charge") in respect of the land and building which was registered at the Lands and Survey Department as Prospect, Block 23C, Parcel 66. The said parcel has now been subdivided into H1, H3, H4, H5 and H6 ("the Property").
- 2) The Charge provided, inter alia, that:
 - 2.1) The Plaintiff would grant facilities to the Defendant by way of loan and/or overdraft and/or other banking accommodation up to a maximum of nine hundred and fifty thousand Cayman Island dollars (CIS\$950,000.00) ("the principal sum") which was to be secured as a first charge on the Property.
 - 2.2) Interest on the principal sum would accrue at the rate of (2%) over the prime lending rate of the Plaintiff for Cayman Islands dollars from time to time, which such prime lending rate was (8. 5%) per annum at the date of the Charge.

- 2.3) The Plaintiff may, by notice in writing, vary by increasing (or decreasing) the interest rate at any time and from time to time at its absolute discretion provided that such variation shall be in accordance with its standard interest charges in force.
- 2.4) The Defendant would repay to the Plaintiff on demand the principal sum, or such portion of the principal sum which remained outstanding, together with accrued interest. Pending such demand, the Defendant would repay the principal sum, and accrued interest at such times and in such sums as specified in the Charge.
- 2.5) Immediately upon default by the Defendant in the payment of the principal sum, or of any accrued interest, the Plaintiff would be entitled to serve Notice in writing on the Defendant to pay the money owing, and if the Defendant did not comply within one month of the date of service of such Notice, the Plaintiff may, without further Notice, inter alia, sell the property by either public auction or private treaty.
- 2.6) The Defendant shall pay all fees, expenses, damages and costs incurred by the Plaintiff in relation to any breach of the Charge with interest thereon until payment.
- 3) Thereafter, it was specified by the Plaintiff in the Third Schedule of the Charge, that the Defendant would repay the principal sum, and accrued interest as follows:-
- (i) During construction, interest only shall be payable, monthly, calculated on the amount drawn by the Chargor from time to time, ALWAYS PROVIDED that the Chargor shall have repaid a minimum amount of Four Hundred and Fifty Thousand Cayman Islands Dollars (CIS\$450,000.00) of the principal amount together with interest thereon as provided for herein and any incidental costs arising from the establishment of this facility on or before the 1st day of March 2000.
- (ii) Upon practical completion of construction, and within eight months of the issuance of a Certificate of Occupancy by the Department of the Cayman Islands Government empowered to do so, or by the 1st day of March 2000 which ever is the sooner, the amount of the loan and/or overdraft facilities then outstanding, which sum shall in no event exceed the sum of Five Hundred Thousand Cayman Islands Dollars (CIS\$500,000.00), is to be repaid by one hundred and seventy-nine (179) equal monthly payments of both principal and interest, with the balance then outstanding payable in the one hundred and eightieth (180th) month when the Chargor shall repay the Principal Sum then outstanding and interest thereon and all other monies payable to the Chargee hereunder.
- 4) The Defendant has failed to pay the sums due under the Charge in the manner provided for therein.
- 5) By a letter dated 8th February 2000 (which should in fact have been dated 8th February 2001 but for a typographical error) attorneys for the Plaintiff, Ritch & Conolly, served

Notice on the Defendant pursuant to Section 64 (2) of the Registered Land Law (1995 Revision) demanding payment of the balance of the principal sum, and accrued interest due under the Charge. As at 8th February 2001, this sum amounted to CI\$931,416.38 being the principal sum of CI\$905,231.00 together with accumulated interest amounting to CI\$26,185.38.

6) The Defendant has failed to pay the balance due of the principal sum, and accrued interest, despite service of the said Demand. Since service of the Demand, payments have been made totalling CI\$38,242.50.

7) The Property consists of six individual residential units, although in respect of one of the units, Parcel H2, the Plaintiff has discharged its interest in the same. That particular unit is therefore excluded from these proceedings. There are no other Charges registered over the property.

8) The provisions of the Registered Land Law (1995 Revision) provide that once a Notice of Demand has been served, pursuant to Section 64 (2), the total amount of principal and interest becomes payable 3 months after service of that Notice. The Plaintiff avers that the letter dated 8th February 2000 (8th February 2001) and sent by registered post to the Defendant as aforesaid, constitutes such Notice pursuant to Section 64 (2).

9) The provisions of the Registered Land Law (1995 Revision) also provide that if default is made in payment of the principal sum or any interest, and continues for one month, a Chargee will then acquire a power to sell the property by public auction, after 3 months have elapsed, from service on the Chargors of a second notice demanding payment. Such provisions are subject to variation with the approval of the Court to allow the Chargee to sell by either private sale, or public auction and to serve shorter notice.

10) The Legal Charge referred to herein provides as follows:

“Section 72 of the above law shall be varied in respect of this Charge and or any instrument of variation executed pursuant to this Charge so as to entitle the Chargee immediately upon default by the Chargor in payment of the principal sum or of any interest payable hereunder or in the performance or observance of any agreement expressed or implied herein to serve on the Chargor notice in writing to pay the money owing or to perform and observe the agreement as the case may be and further so as to provide that if the Chargor does not comply within one month of the date of service of such notice the Chargee may thereupon either appoint a receiver of the income of the property the subject of this security or sell the property the subject of this security by private treaty as well as by public auction.”

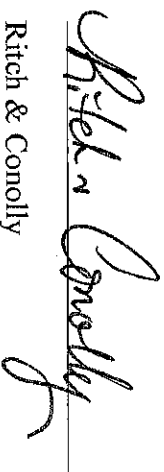
11) The relief the Plaintiff therefore seeks in these proceedings is an Order of the Court that:

11.1) the variations in the Charge to the provisions of the Registered Land Law (1995 Revision) be allowed so that the Plaintiff is entitled to avoid the requirement to serve a second notice of three months;

11.2) the Plaintiff be entitled to possession of the property forthwith;

- 11.3) the Plaintiff be entitled to sell the property either individually or collectively and that such sale be by either private treaty or public auction, in good faith, and having regard to the interests of the Defendant;
- 11.4) that after the sale of the said property in accordance with the order sought herein, should there be any shortfall in the amount due and owing to the Plaintiff, that the Plaintiff be at liberty to enter Judgement against the Defendant for the said shortfall together with interest and costs;
- 11.5) the costs of these proceedings be added to the principal and interest due from the Defendants and be deducted from the proceeds of the sale;

Dated the 21st day of June 2001.


Ritch & Conolly

If the Defendants do not acknowledge service, judgement may be given, or made against, or in relation to them, as the Court may think just and expedient.

NOTE: This Summons may not be served later than 4 calendar months (*or if leave is required to effect Notice out of the jurisdiction, 6 months*) beginning with that date, unless renewed by Order of the Court.

IMPORTANT: Directions for acknowledgement of service are given with the accompanying forms.

This Originating Summons was issued by Ritch & Conolly, Attorneys-At-Law for the Plaintiff, whose address for service is P O Box 1994 GT, Queensgate House, 113 South Church Street, George Town, Grand Cayman, Cayman Islands, BWI.