

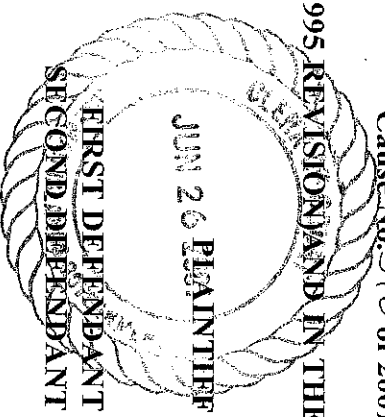
IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. 390 of 2001

IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION) AND IN THE
MATTER OF SAVANNAH, BLOCK 27E, PARCELS 83

BETWEEN: CIBC BANK & TRUST COMPANY
(CAYMAN) LIMITED

AND: HERRO V N W BLAIR
AVRIEL BLAIR



ORIGINATING SUMMONS

TO: Herro Blair and Avriel Blair whose address for service is PO Box 1817,
George Town, Grand Cayman, Cayman Islands.

LET THE DEFENDANTS, Herro V N W Blair and Avriel Blair within 14 days after service of this Summons on them, 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 27th March 1998 the Plaintiff as Chargee, and the Defendants as Chargor executed a legal charge ("the Charge") in respect of the land and buildings registered at the Lands and Survey Department as Savannah, Block 27E, Parcel 83 ("the Property").
- 2) The Charges provided, inter alia, that:
 - 2.1) The Plaintiff would lend and the Defendants would borrow the principal sum of one hundred and twenty four thousand nine hundred and sixty one Cayman Islands dollars (CIS\$124,916.00) ("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 (3%) 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 Charges.
 - 2.3) The Defendants 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 Defendants would repay the principal sum, and accrued interest at such times and in such sums as the Plaintiff may specify.

2.4) Immediately upon default by the Defendants in the payment of the principal sum, or of any accrued interest, the Plaintiff would be entitled to serve Notice in writing on the Defendants to pay the money owing, and if the Defendants did not comply within one month of the date of service of such Notice, the Plaintiff may, without further Notice, inter alia, sell the properties by either public auction or private treaty.

2.5) The Defendants shall pay, on demand, all fees and expenses incurred by the Plaintiff of, and incidental to the protection and enforcement from time to time of the Plaintiff's rights.

3) Thereafter, it was specified by the Plaintiff, that the Defendants would repay the principal sum, and accrued interest, by monthly instalments.

4) In or about February 2000 the Defendants failed to pay the monthly instalments due in respect of the principal sum and interest due and owing, and have failed to make any subsequent payments of either principal or interest.

5) By a letter dated 20th March 2000 handed to Herro Blair on 28th March 2000 and to Avriell Blair on 29th March 2000 respectively, Attorneys for the Plaintiff, Messrs. Ritch & Conolly, served Notice on the Defendants pursuant to Section 64 (2) of the Registered Land Law (1995 Revision) demanding payments of the balance of the principal sum, and accrued interest which, as at 20th March 2000, amounted to CI\$70,529.00 principal and CI\$3052.63 interest.

6) The Defendants have failed to pay the balance due of the principal sum, and accrued interest, or indeed any other sums.

7) The Plaintiff believes that the Property consists of residential premises and the Plaintiff is unaware of anyone else residing at the Property, other than the Defendants.

8) The Plaintiff is aware of a second charge in favour of the Cayman Islands Government which relates to a Government Guarantee, guaranteeing payment to the Plaintiff in the sum of CI\$43,736.4 (with interest).

9) 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 letters dated 20th March 2000 and handed to the Defendants as aforesaid, constitutes such Notice pursuant to Section 64 (2).

10) 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 a second shorter notice period.

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

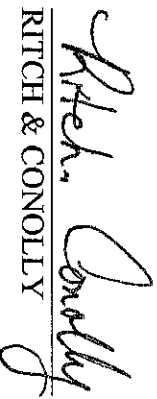
11.1) the variations in the Charge to the provisions of the Registered Land Law (1995 Revision) be allowed so that the Plaintiff is entitled to avoid the requirement to serve a second notice of three months;

11.2) that the Plaintiff be entitled to possession of the property forthwith,

11.3) the Plaintiff be entitled forthwith on obtaining an Order under paragraph 11.2 to sell the property and that such sale to be by either private treaty or public auction, in good faith, and having regard to the interests of the Defendants,

11.4) there be an order that the costs associated with these proceedings be added to the principal and interest due and that such sums be deducted from the proceeds of sale.

Dated the 20th day of June 2001.


RITCHE & 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 Ritche & 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.