

IN THE GRAND COURT OF THE CAYMAN ISLANDS
IN THE MATTER OF THE REGISTERED LAND LAW (1995 REVISION)
AND IN THE MATTER OF GEORGE TOWN SOUTH, BLOCK 14D, PARCEL 233
BETWEEN:

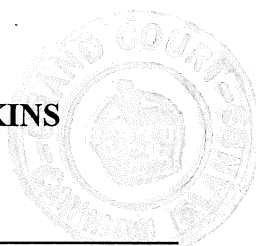
FIRSTCARIBBEAN INTERNATIONAL
BANK LIMITED

PLAINTIFF

AND:

R. ANTONIO HAWKINS

DEFENDANT



ORIGINATING SUMMONS

TO: R. Antonio Hawkins of PO Box 206 GT, Grand Cayman.

LET THE DEFENDANT, R. Antonio Hawkins, within 14 days after service of this Summons on him, 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, FirstCaribbean International Bank Limited, the Plaintiff seeks relief pursuant to the Registered Land Law (1995 Revision) as follows:-

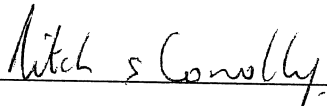
1. On 16th July 1996 CIBC Bank & Trust Company (Cayman) Limited as Chargee and the Defendant as Chargor executed a Legal Charge in respect of the land and buildings registered at the Lands & Survey Department as George Town South, Block 14D, Parcel 233 ("Parcel 233").
2. The Legal Charge provided, inter alia, that
 - 2.1 CIBC Bank & Trust Company (Cayman) Limited would lend and the Defendant would borrow the principal sum of One Hundred and Six Thousand, Five Hundred Cayman Islands Dollars (CI\$106,500.00) ("the Principal Sum") which was to be secured by a First Charge on Parcel 233.

- 2.2 Interest on the Principal Sum would accrue at the rate of 3% per annum.
- 2.3 The Principal Sum shall be repaid on demand together with any interest then due.
- 2.4 At any time after the Plaintiff has demand payment of the Defendant's indebtedness the Plaintiff may exercise without further notice all the powers conferred on mortgagees by virtue of the Registered Land Law (1995 Revision) as varied or extended by the Legal Charge.
- 2.5 The Plaintiff will have the right to foreclose or enter into possession of Parcel 233 and upon the exercise of its power of sale the Plaintiff will have the right to sell Parcel 233 by private treaty as well as by public auction.
3. On 30th June 2002 CIBC Bank & Trust Company (Cayman) Ltd transferred its assets and liabilities to CIBC Cayman Ltd and Barclays Bank PLC also transferred a portion of its business to CIBC Cayman Ltd. Then by a special resolution dated 11th October 2002 CIBC Cayman Ltd resolved to change its name to FirstCaribbean International Bank (Cayman) Ltd, that is, the Plaintiff in this action.
4. In or about March 2003 the Defendant failed to pay monthly instalments due in respect of the principal sum and interest.
5. The Registered Land Law (1995 Revision) provides

“Section 64(2) A date for the repayment of the money secured by a charge may be specified in the charge instrument and, where no such date is specified or repayment is not demanded by the chargee on the date specified, the money shall be deemed to be repayable three months after the service of a demand in writing by the chargee”
5. By a letter dated 2nd November 2004 and hand delivered to the Defendant on 20th November 2004, Messrs. Ritch & Conolly as attorneys for the Plaintiff served a Notice on the Defendant pursuant to the provisions of Section 64(2) of the Registered Land Law (1995 Revision) demanding payment of the balance of the principal sum outstanding and accrued interest.
6. The Defendant did not pay the balance of the principal sum outstanding and accrued interest and the Plaintiff avers that the letter dated 2nd November 2004 and served on the Defendant on 20th November 2004 constituted a demand in writing pursuant to Section 64(2) of the Registered Land Law and that the amount outstanding became due on 20th February 2005.
7. It is averred that default occurred one calendar month after three months had lapsed since the service of the Notice pursuant to Section 64(2). In the circumstances, as at 20th March 2005 there accrued a right in favour of the Plaintiff to sell Parcel 233 and the Plaintiff seeks an Order that it may do so.

8. In the premises, the Plaintiff seeks an Order pursuant to the Registered Land Law (1995 Revision) that:
- 8.1 An Order for possession be made.
- 8.2 The Plaintiff have leave pursuant to Grand Court Rules, Order 45, Rule 3(1) and (2) to issue a Writ of Possession in this matter in respect of the property.
9. The Plaintiff also seeks an Order that if after any sale of Parcel 233 there should be any shortfall in the amount due and owing to the Plaintiff that the Plaintiff be at liberty to enter judgment for such shortfall, together with interest and costs.

Dated this 15th day of June 2005.



RITCH & CONOLLY
Attorneys for the Plaintiffs

If the Defendant does 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.