

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 550 OF 1996

BETWEEN:

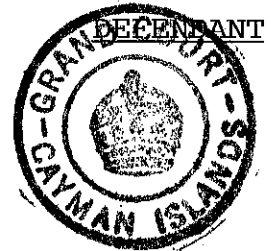
CORPORACION NACIONAL DEL COBRE DE CHILE

PLAINTIFF

AND:

BANK OF BUTTERFIELD INTERNATIONAL (CAYMAN) LTD.

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 25th day of October, 1996, 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 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 transfer or payments or any of them ("the Payments"):
 - i) All and any transfers or payments to, from or between any one or more of the persons or entities

referred to in Part I of the Schedule hereto marked "A" (Schedule A").

ii) All and any transfers or payments between any one or more of the persons or entities referred to in Part I of Schedule A on the one hand and any one or more of the persons or entities referred to in Part II of Schedule A on the other hand.

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

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

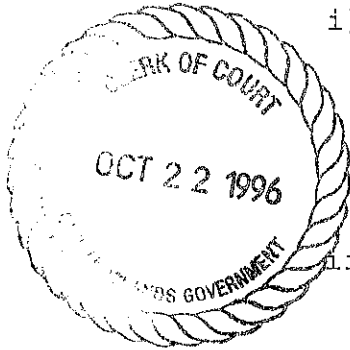
ii) All and any accounts in the name of one or more of the persons referred to in Schedule A.

iii) All and any accounts in respect of which any one or more of the persons or entities referred to in Schedule A are reputed owners.

iv) All and any accounts in respect of which the individuals or entities referred to in Schedule A or any of them are authorised signatories or are authorised to give instructions or have given or are giving instructions.

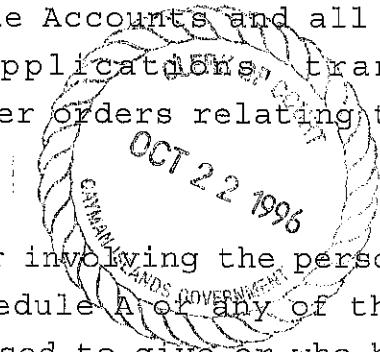
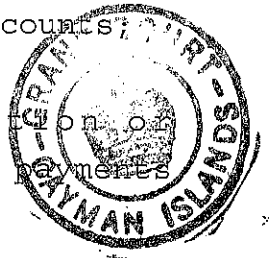
c) The opening of the Accounts and the operation thereof.

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 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.

Provided that the obligation to disclose documents or records pursuant to paragraph 1(b) to (e) inclusive of the Order sought herein shall be limited so far as the persons and entities referred to in Part II of Schedule A are concerned, to documents and records which are connected with, concern or relate to (or appear to be connected with, to concern or to relate to) (i) the Plaintiff or (ii) the persons or entities listed in Part I of Schedule A or (iii) the metals futures transactions referred to in the Schedule

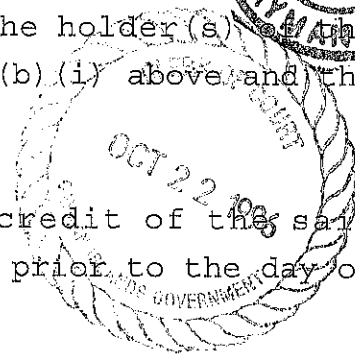
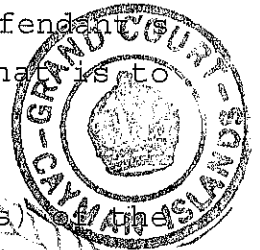


hereto marked "B" ("Schedule B") and/or any further transactions which were or appear to have been entered into as a result of or in connection with such transactions.

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 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(s) of the Accounts referred to in paragraph 1(b)(i) above and the account numbers thereof.
- b) the balance outstanding to the credit of the said accounts as at 5:00 p.m. on the day prior to the day of swearing 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 and into which such amounts or funds were paid and the names and all addresses of the holders of such accounts.
- d) the account number of each account in the name of one or more of the persons referred to in Part I of Schedule A and the balance standing to the credit of each such account as at 5:00 p.m. on the day prior to the day of swearing of the said affidavit.

3. The Defendant be restrained until paragraph 1 of the Order has been complied with or further order in the meantime (whether by itself, or 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 25th January, 1997, 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 parent company, the Bank of N.T. Butterfield & Son Ltd, or to any third party (including any customer of the Defendant and servants or agents of the Defendant and any companies connected or associated with the Defendant or otherwise affiliated to the Bank of Butterfield Group of Companies) the following matters and each of them that it to say:

- i) The affidavit of Simon John Bushell and the exhibits thereto and the contents thereof;
- ii) that the Plaintiff has made the application that has lead 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);

save as it necessary 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 or entities 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 entities or to any person who is the employer or the employee of any of such persons or entities, for any purpose whatsoever.
- c) From warning any third party that the Plaintiff 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

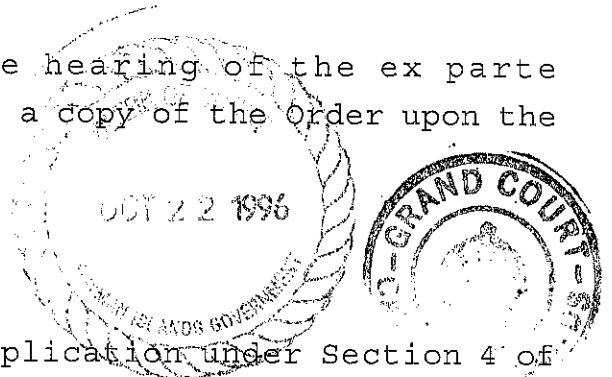
(b) within 2 days after the hearing of the ex parte originating summons serve a copy of the Order upon the Plaintiff.

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

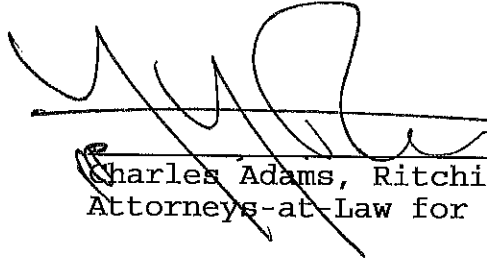
the Defendant's time for complying with paragraphs 1 and 2 of this Order shall be abridged or extended to expire 2 days after the hearing of the ex parte originating summons.

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

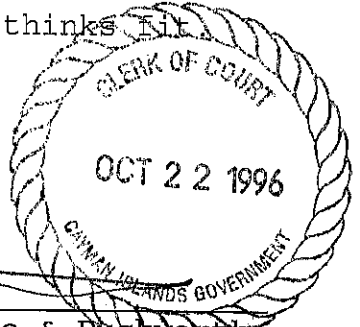


10. Such order for costs as this Honourable Court thinks fit.

Dated *22nd* day of October, 1996.

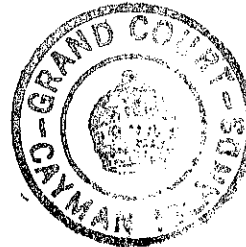


~~Charles Adams, Ritchie & Duckworth~~
~~Attorneys-at-Law for the Plaintiff~~



TIME ESTIMATE: The estimated length of the hearing of this originating summons is 3 - 4 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 APART I

1. Juan Pablo Davila Silva.
2. Ximena Antonieta Pradenas Vilalobos
3. Catalina Alejandra Davila Pradenas
4. Camila Antonieta Davila Pradenas
5. Interglobal Inc.
6. Marcelo Avendano Sabugo (also known as Marcelo Avendano)
7. Enrique Patricio Orrego Hirsch (also known as Patricio Orrego).
8. Carmen Partarrieu.
9. Anibel Luis Frias Canas.
10. Reinaldo Luzzi Rivera
11. Servicios de Representacion y Asesorias Limitada (also known as Brokerage Trading and Financial Services Limited or Limitada).
12. Servicios de Negocios SA.
13. Brokerage Trading and Financial Services Limited (also known as BTFS).
14. Asesorias Representaciones Comerciales Limitada.
15. Mario Piraino Valenzuela.
16. Sogemin Metals Limited.
17. Sogemin Metals Inc.
18. David A. Davis.
19. Paul Tweddle Risso.
20. David Blundell.
21. William Oakley.
22. Seastone Corp.
23. Litwin and Holsinger.
24. Oakleigh Partners.
25. Wolfgang Becker.
26. Becker Commodity Consulting.
27. Compania de Valores y Seguros SA.
28. Compania Monex Agencia de Valores SA.
29. Alfonso Rios Larrain.
30. Remo Romnlo Yaconi Ruiz.
31. Storz Medial AG.
32. A. Steinsapir.
33. Metallgesellschaft Limited or MG Limited.
34. Metallgesellschaft Corp or MG AG.
35. Metallgesellschaft Corp or MG Corp.
36. Metallgesellschaft Commodity Corp or MG Commodity Corp.
37. MG Corp.
38. Metallgesellschaft Capital Corp or MG Capital Corp.
39. Metallgesellschaft Trade Services Inc.
40. PH Consulting.
41. Waltham Partners.
42. Paula Holmes.

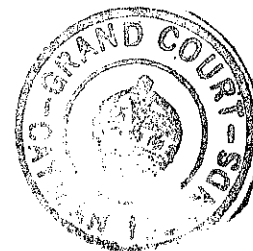


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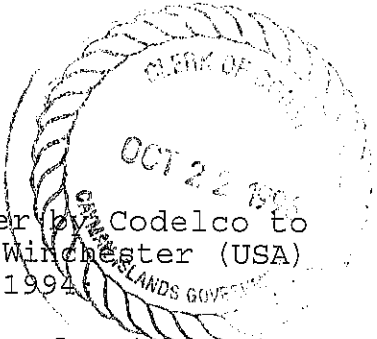

43. Prentice Hall Legal and Financial.
44. National Finance Corp.
45. Percomex SA.
46. Leopoldo Valdes.
47. Enrique Aguayo.
48. Jose Aguillar.
49. Larrain Vial.

PART II

50. Vulcania Inc (or Limited).
51. Drake Commodities Inc (or Limited).
52. Mark Slade.
53. Ashley Levitt.
54. Ira Levine.
55. Charles Vincent.
56. Michael Schaffer.
57. Winchester (USA) Inc.
58. Winchester Commodities Group Limited.
59. Winchester Brokerage Limited.
60. Winchester Trading Limited.
61. Fermain Legal Services Limited.
62. Barry Bateman.
63. City Gate Trust Company Limited.
64. Centaur Financial Services Limited.
65. Yasuo Hamanaka.
66. Mitchell Levine.
67. Manroe Haydan.
68. Mercator Trust Co. Limited.
69. Mercator Nominees Limited.
70. Mercator Secretaries Limited.
71. Mercator Holdings Limited.
72. Mercator Trust Company Limited.
73. Channel Trust Limited.
74. Richard Monaghan.
75. Murphy Metals.
76. Pacific Commodities Inc.
77. Richard Rowe.
78. Chris Smith.
79. Ian Tickler.
80. Roydon Tucker.
81. Manny Weis.



SCHEDULE B

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1. Sales of the following quantities of copper by Codelco to Winchester Brokerage Limited (by or through Winchester (USA) Inc) or Merrill Lynch for prompt 5th April, 1994:
 - (a) 1,000 lots (25,000 tonnes) at a price of US\$1715 (or US\$1718) per tonne
 - (b) 1,000 lots (25,000 tonnes) at a price of US\$1720 or US\$1725) per tonne
 - (c) 800 lots (20,000 tonnes) at a price of US\$1732 per tonne
 - (d) 200 lots (5,000 tonnes) at a price of US\$1735 per tonne
 - (e) 40 lots (1,000 tonnes) at a price of US\$1750 per tonne
 - (f) 100 lots (250 tonnes) at a price of US\$1751 per tonne
 - (g) 80 lots (250 tonnes) at a price of US\$1751.5 per tonne
 2. The sale of the following quantity of copper by Winchester Brokerage Limited to Fermain Legal Services Limited (whether as principal or agent or nominee), Vulcania Limited, Drake Commodities Inc/Limited or Pacific Commodities Inc for prompt 5th April, 1994:

400 lots (10,000 tonnes) at a price of \$1718 per tonne
 3. Sales of the following quantities of copper by Fermain Legal Services Limited (whether as principal or agent or nominee), Vulcania Limited, Drake Commodities Inc/Limited or Pacific Commodities Inc to Winchester Brokerage Limited for prompt 5th April 1994:
 - (a) 20 lots (500 tonnes) at a price of US\$1739.5 per tonne
 - (b) 100 lots (2,500 tonnes) at a price of US\$1741.9 per tonne
 - (c) 50 lots (1,250 tonnes) at a price of US\$1740.9 per tonne
 4. Sales of the following quantities of copper by Fermain Legal Services Limited (whether as principal or agent or nominee), Vulcania Limited, Drake Commodities Inc/Limited or Pacific Commodities Inc to Winchester Trading Limited for prompt

5th April, 1994:

- (a) 7 lots (175 tonnes) at a price of US\$1748 per tonne
- (b) 70 lots (1,750 tonnes) at a price of US\$1750.5 per tonne
- (c) 50 lots (1,250 tonnes) at a price of US\$1745.5 per tonne
- (d) 53 lots (1,325 tonnes) at a price of US\$1737.5 per tonne
- (e) 50 lots (1,250 tonnes) at a price of US\$1736.64 per tonne

5. The sale of the following quantity of copper by Winchester Brokerage Limited to Boliden Metall (whether as principal or agent or nominee) for prompt 5th April, 1994:

40 lots (1,000 tonnes) at a price of \$1,734.5 per tonne

6. The sale of the following quantity of copper by Boliden Metall (whether as principal or agent or nominee) to Winchester Brokerage Limited for prompt 5th April, 1994:

40 lots (1,000 tonnes) at a price of \$1,734.5 per tonne

7. Any metal futures transactions involving (whether as principal, agent or nominee or otherwise) the Plaintiff or any of the persons or entities set out in Part I of Schedule A.

8. Any metal futures transactions agreed on 4th January, 1994, and involving (whether as principal, agent or nominee or otherwise) any of the persons or entities set out in Part II of Schedule A.

9. Any metal futures transactions carrying forward any of the trades set out in paragraphs 1 to 8 inclusive above to later prompt dates.

10. Any metal futures transactions closing out any of the trades set out in paragraphs 1 to 9 inclusive.

