

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

CAUSE NO: 94 OF 2007

IN THE MATTER OF AN APPLICATION FOR GENERAL ADMISSION BY BRYANT
L. TERRY TO PRACTICE AS AN ATTORNEY-AT-LAW IN THE CAYMAN ISLANDS

Form 1

LEGAL PRACTITIONERS (STUDENTS) REGULATIONS

(2005 Revision)

Application to be Admitted as an Attorney-at-law
(section 3 (1) (c) and regulation 19 (2))



We Bryant L. Terry of P.O. Box 822, Grand Cayman KY1-1103, Cayman Islands and
Woodward L. Terry, Attorney-at-Law of P.O. Box 1366, Grand Cayman KY1-1108, Cayman
Islands solemnly and sincerely declare as follows-

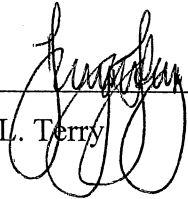
A. And I the said Bryant L. Terry for myself do say that-

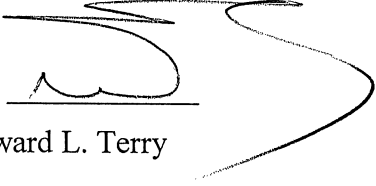
- (1) I am one and the same person named as clerk in the Articles of Clerkship bearing the date the 1st day of September, 2005 now produced and shown to me marked with the letter "A".
- (2) The said Articles of Clerkship were registered pursuant to regulation 16 on the 2nd December, 2005 with effect from 1st September 2005.
- (3) Since the date of execution of the articles I have been actually employed in the proper business practice and employment of Woodward Terry & Company and have not held any other office or engaged in any other employment during that period.
- (4) I have never been convicted of a criminal offence.
- (5) I was awarded a Certificate from the Legal Advisory Council on the 16th day of September 2005, and a true copy of the same is now produced and shown to me and marked with the letter "B".

B. And I the said Woodward L. Terry, attorney-at-law for myself do say-


- (1) I am a practising attorney-at-law qualified under section 15 of the Legal Practitioners Law (2003 Revision) to take a person into my service as an Articled Clerk, and am the same person named as principal in the Articles of Clerkship now produced and shown to me marked with the letter "A".
- (2) The said Bryant L. Terry has been bound by articles to me since the 1st day of September 2005 and has since that date been actually employed in my proper business practice and employment as an Articled Clerk.
- (3) The period of articles which has been served satisfies the requirement of regulation 17
- (4) The said Bryant L. Terry is a fit and proper person to be admitted as an attorney-at-law.

And we make this solemn declaration conscientiously believing the same to be true and by virtue of the Voluntary Declarations Law (1998 Revision).

Signed 
Bryant L. Terry

Signed 
Woodward L. Terry

Taken and acknowledged this 5th day of March 2007 before me:


Notary Public

A

THESE ARTICLES OF CLERKSHIP are entered into on the 1st day of September 2005

BETWEEN: Woodward Leemon Terry, of Woodward Terry & Company, P.O. Box 1366 George Town, Grand Cayman (hereinafter called "the Principal")

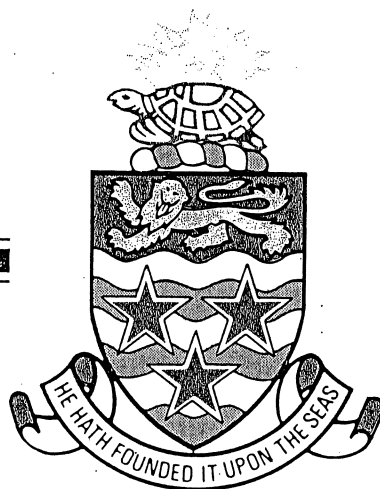
AND: Bryant L. Terry of P.O. Box 822 George Town, Grand Cayman (hereinafter called "the Articled Clerk")

WITNESS AS FOLLOWS:

1. The Principal hereby takes the Articled Clerk as his clerk for the period of eighteen (18) months from the date hereof (hereinafter called "the Term").
2. The Articled Clerk binds himself to the Principal to serve the Principal for the period of eighteen (18) months from the date hereof (hereinafter called "the Term").
3. The Articled Clerk covenants with the Principal as follows:
 - (a) Honestly, diligently and faithfully and to the best of his ability to serve the Principal throughout the Term as his Articled Clerk to the profession of an Attorney-at-Law;
 - (b) Not at any time to deal improperly with the money or property of the Principal, of his firm or any of his or their clients or employees which shall be deposited in his hands or entrusted to the custody or possession of him or them;
 - (c) Not at any time to, during, or after the Term to make public or disclose any information as to the affairs of the Principal, or any of his, or their clients, or the names of any clients;
 - (d) At all times during the Term readily to obey and execute the lawful and reasonable instruction of the Principal and except as otherwise in the Articles provided not to absent himself from the service and employment of the Principal at any time during the Term without consent of the Principal and at all times during the Term to conduct himself with all due diligence, honesty and propriety and to truly and honestly serve the Principal during the Term as a faithful clerk ought;
 - (e) During the Term to complete and maintain a record (hereinafter called "the Diary") of his work and experience and thereafter retain it until he has been admitted as an Attorney-at-Law;
 - (f) To indemnify the Principal against any loss or damage or prejudice caused by the misbehavior, neglect or improper conduct of the Articled Clerk and to make good and reimburse to the Principal the amount and value thereof PROVIDED that this covenant shall not apply to any act or omission without malice of the Articled Clerk which would have constituted professional negligence if committed or omitted by an Attorney-at-Law;
 - (g) To apply himself diligently to any course of instruction which the Principal permits the Articled Clerk to attend during working hours and to permit the Principal to enquire of any institution or tutor as to the progress and attendance of the Articled Clerk at any course of instruction and as to the result of any examination;
 - (h) That he has full health insurance coverage as a dependant of his wife, Jacqueline Marie Terry, under her British Caymanian policy provided through Caledonian Bank & Trust Ltd. and further described as Group Number 03 0735-00, Certificate Number 735000172.
4. Principal covenants with the Articled Clerk as follows:

- (a) To accept and take the Articled Clerk as his clerk and to best of his ability to teach and instruct the Articled Clerk or cause him to be taught and instructed by any associate Attorney-at-Law employed by him in the practice and profession of an Attorney in such manner as the Principal now practices or may during the Term practice to provide the Articled Clerk with the opportunity to learn and assimilate the basic skills and characteristics associated with the practice and profession of an Attorney-at-Law and in particular to:
 - (i) provide the Articled Clerk with the opportunity of assimilating the principles of professional conduct and etiquette and to learn by practice the following basic skills:
 - (a) drafting;
 - (b) interviewing;
 - (c) research;
 - (d) office administration, routines and procedures, and;
 - (ii) give the Articled Clerk the opportunity of being involved in legal work in the following areas:
 - (e) Company and Partnership;
 - (f) Civil Law;
 - (g) Commercial Law;
 - (h) Conveyance;
 - (i) Criminal Law;
 - (j) Immigration Law
 - (k) Legal Accounting;
 - (l) Labour Law;
 - (m) Probate and Administrative Law.
 - (b) To use all reasonable endeavors to ensure that each calendar month either he or another person delegated by him for the purpose will be available to inspect and sign the Diary which the Articled Clerk has kept and to discuss informally with him such general points as may have arisen thus far during the Term.
 - (c) Subject hereinafter appears, to pay monthly in arrears to the Articled Clerk from the day first written during the term salary at the rate of US\$66,585.00 per annum.
 - (d) To allow the Articled Clerk in addition to Saturday, Sundays and statutory holidays, twenty (20) working days holiday in each year at such time or times as the Principal may agree with the Articled Clerk.
 - (e) To allow the Articled Clerk during the periods when he is sick up to ten (10) working days leave on full salary in each period of twelve (12) months during the term.
 - (f) To deduct and invest monthly five percent (5%) of the Articled Clerk's monthly salary together with an equal sum contributed by the principal into a pension fund on his behalf.
5. Any difficulty or dispute between the Articled Clerk and the Principal concerning the fulfillment of the relevant provisions of these Articles or the conduct of either party in relation to these Articles may be referred by either of them to the Legal Advisory Council with a view to such difficulty or dispute being settled in conciliation. If as the consequence of a reference to it under this Clause the Council determines that any of the covenants in Clauses 4(a)(i), 4(a)(ii) or 4(b) hereof have not been or have no reasonable likelihood of being complied with by the Principal then the Principal will give the Articled Clerk the opportunity to be released from these Articles.

B



Legal Advisory Council
Professional Practice Course

This is to certify that

Bryant Terry

has passed the Qualifying Examination
with Distinction pursuant to regulation 28
Legal Practitioners (Students) Regulations (2004 Revision)