

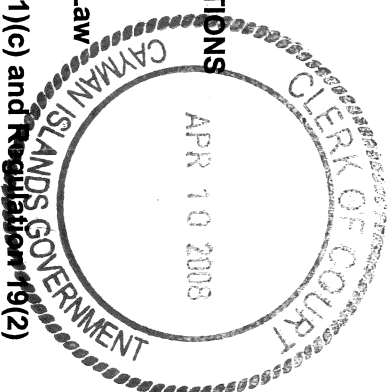
Form 1

LEGAL PRACTITIONERS (STUDENTS) REGULATIONS

(2007 Revision)

Application to be Admitted as an Attorney-at-Law

Section 3(1)(c) and Regulation 19(2)



Mr CHARLES GEORGE KIRKCONNELL of 56 Ela Rae Gardens, George Town, P.O. Box 11410 APO, Grand Cayman KY1-1009, Cayman Islands and SANDIE CORBETT of Walkers, Attorneys-at-Law, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001, Cayman Islands do solemnly and sincerely declare as follows-

A. And I the said Charles George Kirkconnell for myself do say that-

- (1) I am one and the same person named as clerk in the Articles of Clerkship bearing the date 4 September 2006 with Sandie Corbett now produced and shown to me marked with the letter "A";
- (2) The said Articles of Clerkship were registered pursuant to Regulation 22 on the 7<sup>th</sup> day of November 2006 with effect from 4 September 2006;
- (3) Since the date of execution of the Articles of Clerkship I have been actually employed in the proper business practice and employment of Sandie Corbett of Walkers, Attorneys-at-Law and have not held any other office or engaged in any other employment during this period.
- (4) I pled guilty on 9 April 2008 to charge of using a motor vehicle with an expired license, for which I was fined \$390.00, and a charge of using a motor vehicle without a Certificate of Roadworthiness, for which I was fined \$310.00.
- (5) I was awarded the Attorney-at-Law Certificate on the 31<sup>st</sup> day of March 2008, and a true copy of the same is now produced and shown to me marked with the letter "B".

B. And I the said Sandie Corbett for myself do say -

- (1) I am a practicing attorney-at-law qualified under Section 16 of the Legal Practitioners Law (2007 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 Charles George Kirkconnell was bound by articles to me from 4 September 2006 until 29 February 2008 and was actually employed in my proper business practice and employment as an Articled Clerk.
- (3) The period of articles which has been served under myself satisfies the requirement of Regulation 19(1).
- (4) The said Charles George Kirkconnell 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: *Sandie Corbett*  
Sandie Corbett

Signed: *C. G. Kirkconnell*  
Charles George Kirkconnell

Taken and acknowledged this 1<sup>st</sup> day of April 2008 before me: LOU ROCKE  
Notary Public

Certified to be a true and  
correct copy of the original

*McCall*

ARTICLES OF CLERKSHIP **Notary Public**

14 March 2008

**Date**

This Agreement is made on 4 September 2006

**BETWEEN:**

Sandie Corbett ("the Principal"), a partner of Walkers, Attorneys-at-Law, W  
House, PO Box 265GT, Mary Street, George Town, Grand Cayman ("the Firm

**AND:** Charles G. Kirkconnell of PO Box 11410 George Town, Grand Cayman ("the  
Articled Clerk")

**WHEREAS:**

1. The Principal has taken the Articled Clerk as her clerk for the period of 18 months from the date hereof (hereinafter called "the Term").
2. The Articled Clerk has bound himself to the Principal to serve the Principal for the period of the Term.

#### COVENANTS

3. The Articled Clerk hereby 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 her Articled Clerk to the profession of an Attorney-at-Law;
  - (b) To deal properly with any money or property entrusted to the custody or possession of the Articled Clerk;
  - (c) To treat all information as to the affairs of the Principal, the Firm, and its clients and their business as wholly confidential;
  - (d) At all times during the Term readily to obey and execute the lawful and reasonable instruction of the Principal and her partners and except as otherwise provided in this agreement 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 work and experience and thereafter retain it until admission as an Attorney-at-Law;
  - (f) 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.
4. Principal hereby covenants with the Articled Clerk as follows:
  - (a) To accept and take the Articled Clerk as her clerk and to the best of her ability to teach and instruct the Articled Clerk or cause him to be taught and instructed by the partner or partners of the Principal, or any associate Attorney-at-Law

employed by any of them 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 professional 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 fields:
  - (A) Commercial Law;
  - (B) Company and Partnership Law;
  - (C) Criminal Law;
  - (D) Litigation;
  - (E) Land Law Conveyancing; and
  - (F) Trusts and Succession
- (b) To use all reasonable endeavours to ensure that each calendar month either she or another person delegated by her 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 as hereinafter appears, to pay monthly in arrears to the Articled Clerk from the date of commencement of the Term a salary at the rate of C\$65,000 per annum, such salary to be reviewed after 12 months.
- (d) The Articled Clerk is employed by the Firm under the terms and conditions of employment (the "Employment Agreement") which have been supplied but if there is any conflict between those terms and this agreement then the terms of this agreement prevail.
- (e) To allow the Articled Clerk in addition to Saturdays, Sundays and statutory holidays, 20 working days holiday in each year at such time or times as the Principal may agree with the Articled Clerk.
- (f) To allow the Articled Clerk during periods of illness sick leave on terms and conditions set out in the Employment Agreement.
- (g) To provide the Articled Clerk with full health insurance from a reputable insurance company licensed in the Cayman Islands and to keep all premiums up to date and to fully indemnify him for any failure thereof.
- (h) To deduct and invest 5% of the Articled Clerk's annual 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 fulfilment of the relevant provisions of this agreement 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 that the Legal Advisory 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 this agreement.

6. This agreement shall be governed by and construed in accordance with Cayman Islands law.

7. Any notices must be in writing and given:

(a) personally; or

(b) by post addressed to the other party at the address set out in this agreement, or any other address given by one party to the other for the purpose of this clause.

8. This agreement may be terminated by agreement between the Principal and the Articled Clerk.

Signed:

SEKAT  
Principal

Signed:

[Signature]  
Articled Clerk

I, Samuel Bulgin, Attorney General of the Cayman Islands HEREBY CERTIFY that I am satisfied that the terms of these Articles are fair and reasonable.

[Signature]  
DATED this 13<sup>th</sup> day of October, 2005.

I certify that these articles were registered on November 7, 2006  
and that the term of service commenced on September 4, 2006

[Signature]  
Valdis Foldats, Clerk of the Court



(B)




**LEGAL ADVISORY COUNCIL**  
**ATTORNEY-AT-LAW CERTIFICATE**

It is hereby certified that

**CHARLES GEORGE KIRKCONNELL**

has complied with Regulation 29 of the Legal Practitioners (Students) Regulations (2007 Revision) and is entitled to apply for admission as an Attorney-at-Law in the Cayman Islands.

Dated this 31<sup>st</sup> day of March 2008

  
Allan  
Chairman of the Legal Advisory Council

**CERTIFIED TRUE COPY**

  
**WALKERS**

**Attorneys-at-Law**  
WALKER HOUSE, GEORGETOWN  
GRAND CAYMAN, CAYMAN ISLANDS

Date: 4 April 2008