

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 112 OF 2009

IN THE MATTER of The Legal Practitioners Law (2007 Revision)

AND IN THE MATTER of The Legal Practitioners (Students) Regulations (2008 Revision)

**APPLICATION TO BE ADMITTED AS AN
ATTORNEY-AT-LAW
SECTION 3(1)(c) AND REGULATION 15(2)**

We, KERRY ANN PHILLIPS of PO Box 309, George Town, Grand Cayman, KY1-1104, Cayman Islands and ALASDAIR ROBERTSON of PO Box 309, George Town, Grand Cayman, KY1-1104, Cayman Islands, do SOLEMNLY AND SINCERELY DECLARE as follows:

- 1 And I the said Kerry Ann Phillips for myself do say that:
 - 1.1 I am one and the same person named as Articled Clerk in the Articles of Clerkship bearing the date 3 September 2007 now produced and shown to me marked "A".
 - 1.2 The said Articles of Clerkship were registered pursuant to regulation 18 on 1 April 2008.

1.3 Since the date of execution of the articles I have been employed in proper business practice and employment of Alasdair Robertson and have not held any other office or engaged in any other employment during that period.

1.4 I have never been convicted of a criminal offence.

1.5 I have satisfied the requirements under s.25 of the Legal Practitioners (Students) Regulations (2008 Revision) and entitled to be awarded an Attorney-at-law Certificate. I have been advised and verily believe that my Attorney-at-law Certificate is currently being processed by the Clerk of the Court who will place it on my file once executed by the Honourable Chief Justice.

2 And I the said Alasdair Robertson for myself do say:

2.1 I am a practising 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 as principal in the Articles of Clerkship now produced and shown to me marked "A".

2.2 The said Kerry Ann Phillips has been bound by articles to me since 3 September 2007, and has since that date been employed in proper business practice and employment as an Articled Clerk.

2.3 The period of articles which has been served satisfies the requirement of regulation 20.

2.4 The said Kerry Ann Phillips is a fit and proper person to be admitted as an attorney-at-law.

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

Signed: Kerry Ann Phillips
Kerry Ann Phillips

Taken and acknowledged this 12th day of March 2009, before me:

Sheyheep
Notary Public

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

Signed: Alasdair Robertson
Alasdair Robertson

Taken and acknowledged this 12th day of March 2009, before me:

Sheyheep
Notary Public

FILED by Maples and Calder, whose address for service is PO Box 309, Ugland House, George Town, Grand Cayman, KY1-1104, Cayman Islands. (Ref: MXB/999999/16278394)

ARTICLES OF CLERKSHIP

THESE ARTICLES OF CLERKSHIP are made the 3rd day of September, 2007.

Between Alasdair Robertson of PO Box 309, Grand Cayman KY1-1104, Cayman Islands, Attorney-at-Law (hereinafter called "the Principal") of the one part and Kerry A. Phillips of PO Box 10666, Grand Cayman KY1-1006, Cayman Islands (hereinafter called "the Articled Clerk") of the other part.

WITNESS as follows:

1. The Principal hereby takes the Articled Clerk as his clerk for eighteen (18) months from 3 September, 2007 (hereinafter called "the term").
2. The Articled Clerk binds herself to the Principal to serve the Principal for the term.
3. The Articled Clerk covenants with the Principal as follows:
 - (1) Honestly, diligently and faithfully and to the best of her ability to serve the Principal as his clerk in the profession of Attorney-at-Law;
 - (2) Not at any time during or after the term to make public or disclose any information as to the affairs of the Principal, his partners or any of his or their clients or the names of any clients;
 - (3) To attend at the offices of the Principal during normal business hours and not to absent herself from the service of the Principal without the consent of the Principal;
 - (4) To indemnify the Principal against any loss or damage or prejudice by the misbehaviour, 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 a solicitor;
 - (5) At all times to comply with and obey the laws of the Cayman Islands and such reasonable, proper and lawful directions or regulations as the Principal or his partners may from time to time issue.
4. The Principal covenants with the Articled Clerk as follows:

- (1) To the best of his ability to teach and instruct the Articled Clerk or cause her to be taught and instructed by his partners or any associate Attorney-at-Law employed by them in the practice and profession of an Attorney-at-Law in such manner as the Principal now practices or may during the term practice;
- (2) To pay the Articled Clerk from 3 September, 2007 on the 15th day of each month (or the nearest preceding business day) the sum of US\$75,000 per annum or such other sum as may from time to time be agreed provided always that except as expressly provided herein all absences from the service of the Principal shall be unpaid;
- (3) To allow the Articled Clerk 20 working days paid holiday in each year at such time or times as the Principal may agree with the Articled Clerk;
- (4) To allow the Articled Clerk 10 paid days absence in each year on account of illness provided that the Principal may require the same to be supported by a medical certificate;
- (5) On the expiration of the term to use his best endeavours to procure the Articled Clerk to be admitted as an Attorney-at-Law provided the Articled Clerk shall then be qualified for such admission.
- (6) To enroll the Articles Clerk in the designated health insurance plan of Maples and Calder (the "Firm") and the Firm will pay 100% of the premium relating to the Articled Clerk only.
- (7) To make contributions to the Firm's designated pension scheme for the benefit of the Articled Clerk:
 - (i) The Firm's contribution shall be the amount prescribed by the National Pensions Law and as determined by the Firm; and
 - (ii) The Articled Clerk's contribution shall match the amount and frequency of the contribution made by the Firm and shall be deducted from the Articled Clerk's monthly salary.

5. These Articles of Clerkship shall be automatically discharged and without liability or obligation on the part of the Principal in the event that the Principal shall for any reason whatsoever cease to practice as a Cayman Islands Attorney-at-Law.

6. If either the Principal or the Articled Clerk shall be in material breach of these Articles of Clerkship and such breach shall if capable of remedy remain unremedied for thirty days after written notice to the party in breach requiring the same to be remedied these Articles shall

forthwith be automatically discharged but without prejudice to either party's rights with respect to antecedent breach hereof by the other.

7. (i) The Articled Clerk acknowledges that the information of the Firm and any affiliate thereof including without limitation its internal procedures, processes, institutional or other lists of actual or prospective clients and information concerning them, devices, techniques, methods, computer systems (including hardware, software and data), business and marketing plans, employee information (including the terms of these Articles), documents or records kept in any tangible or intangible form and know-how of the Firm were designed and developed by the Firm; are secret and confidential; are unique and constitute the exclusive property and trade secrets of the Firm and that any use of such property or trade secrets by the Articled Clerk, other than for the sole benefit of the Firm, would be wrongful and would cause irreparable injury to the Firm.

(ii) The Articled Clerk shall not, at any time, other than in the course of her duties, without the express written consent of the Firm, duplicate, copy, reproduce, publish, disclose or divulge to any person, firm or corporation, or use directly or indirectly for her own benefit, or for the benefit of any person, firm, corporation or entity other than the Firm, any confidential information as specified in this clause 7 learned or obtained by the Articled Clerk from the Firm.

(iii) This clause 7 shall survive termination of these Articles.

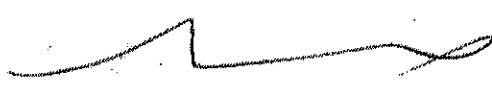
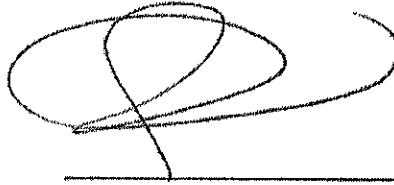
8. The Articled Clerk shall not, either alone, or as an employee or in partnership, at any time until three years after cessation of these Articles, solicit by any means whatsoever business from any client or ex-client of the Firm or any affiliate thereof.

9. These Articles and the employment of the Articled Clerk hereunder is subject to the policies and procedures of the Firm as may be amended from time to time by the Firm, as set forth in the Maples and Calder Staff Policy Manual and the Maples and Calder Lawyer Policy Manual.

10. These Articles of Clerkship shall be construed in accordance with the laws of the Cayman Islands.

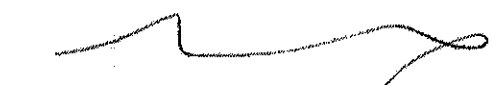
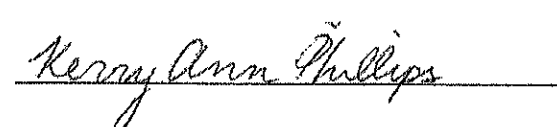
IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed the day and year first before written.

SIGNED, SEALED and DELIVERED
by the said Alasdair Robertson
in the presence of:



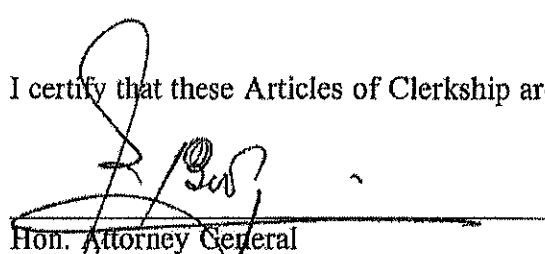
Notary Public

SIGNED, SEALED and DELIVERED
by the said Kerry A. Phillips
in the presence of:



Notary Public

I certify that these Articles of Clerkship are fair and reasonable.



Hon. Attorney General

Dated: Nov 29, 2007

I certify that these Articles of Clerkship
were registered on 1 April 2008
and that the term of service thereunder
commenced on 3 September 2007



Clerk of the Court

Dated: 1 April 2008

