

**Schedule 2
FORM ECSRC – OR**

(Select One)

QUARTERLY FINANCIAL REPORT for the period ended _____
Pursuant to Section 98(2) of the Securities Act, 2001

OR

TRANSITION REPORT
for the transition period from _____ to _____
Pursuant to Section 98(2) of the Securities Act, 2001
(Applicable where there is a change in reporting issuer's financial year)

Issuer Registration Number: _____

(Exact name of reporting issuer as specified in its charter)

(Territory or jurisdiction of incorporation)

(Address of principal executive Offices)

(Reporting issuer's:

Telephone number (including area code): _____

Fax number: _____

Email address: _____

(Former name, former address and former financial year, if changed since last report)

(Provide information stipulated in paragraphs 1 to 8 hereunder)

Indicate the number of outstanding shares of each of the reporting issuer's classes of common stock, as of the date of completion of this report. _____

CLASS	NUMBER

SIGNATURES

A Director, the Chief Executive Officer and Chief Financial Officer of the company shall sign this Annual Report on behalf of the company. By so doing each certifies that he has made diligent efforts to verify the material accuracy and completeness of the information herein contained.

The Chief Financial Officer by signing this form is hereby certifying that the financial statements submitted fairly state the company's financial position and results of operations, or receipts and disbursements, as of the dates and period(s) indicated. The Chief Financial Officer further certifies that all financial statements submitted herewith are prepared in accordance with International Accounting Standards consistently applied (except as stated in the notes thereto) and (with respect to year-end figures) including all adjustments necessary for fair presentation under the circumstances.

Name of Chief Executive Officer:

Keith A. Johnson



Signature

January 2019

Date

Name of Director:

Leon Charles



Signature

January 2019

Date

Name of Chief Financial Officer:

Elizabeth Richards-Daniel



Signature

January 2019

Date

INFORMATION TO BE INCLUDED IN FORM ECSRC-OR

1. Financial Statements

Provide Financial Statements for the period being reported in accordance with International Accounting Standards. The format of the financial statements should be similar to those provided with the registration statement. Include the following:

- (a) Condensed Balance Sheet as of the end of the most recent financial year and just concluded reporting period.
- (b) Condensed Statement of Income for the just concluded reporting period and the corresponding period in the previous financial year along with interim three, six and nine months of the current financial year and corresponding period in the previous financial year.
- (c) Condensed Statement of Cash Flows for the just concluded reporting period and the corresponding period in the previous financial year along with the interim three, six and nine months of the current financial year and the corresponding period in the previous financial year.
- (d) By way of *Notes to Condensed Financial Statements*, provide explanation of items in the financial statements and indicate any deviations from generally accepted accounting practices.

2. Management's Discussion and Analysis of Financial Condition and Results of Operation.

Discuss the reporting issuer's financial condition covering aspects such as liquidity, capital resources, changes in financial condition and results of operations during the reporting period. Discussions of liquidity and capital resources may be combined whenever the two topics are interrelated. Discussion of material changes should be from the end of the preceding financial year to the date of the most recent interim report.

The Management's Discussion and Analysis should disclose sufficient information to enable investors to judge:

1. The quality of earnings;
2. The likelihood that past performance is indicative of future performance; and
3. The issuer's general financial condition and outlook.

It should disclose information over and above that which is provided in the management accounts and should not be merely a description of the movements in the financial statements in narrative form or an otherwise uninformative series of technical responses. It should provide management's perspective of the company that enables investors to view the business from the vantage point of management.

The discussion should focus on aspects such as liquidity; capital resources; changes in financial condition; results of operations; material trends and uncertainties and measures

taken or to be taken to address unfavourable trends; key performance indicators; and non-financial indicators.

General Discussion and Analysis of Financial Condition

Liquidity and Capital Resources

Provide a narrative explanation of the following (but not limited to):

- i) The reporting issuer's financial condition covering aspects such as liquidity, capital resources, changes in financial condition and results of operations.
- ii) Any known trends, demands, commitments, events or uncertainties that will result in, or that are reasonably likely to result in, the issuer's liquidity increasing or decreasing in any material way. If a deficiency is identified, indicate the course of action that the reporting issuer has taken or proposes to take to remedy the deficiency.
- iii) The issuer's internal and external sources of liquidity and any material unused sources of liquid assets.
- iv) Provisions contained in financial guarantees or commitments, debt or lease agreements or other arrangements that could trigger a requirement for an early payment, additional collateral support, changes in terms, acceleration of maturity, or the creation of an additional financial obligation such as adverse changes in the issuer's financial ratios, earnings, cash flows or stock price or changes in the value of underlying, linked or indexed assets.

- v) Circumstances that could impair the issuer's ability to continue to engage in transactions that have been integral to historical operations or are financially or operationally essential or that could render that activity commercially impracticable such as the inability to maintain a specified level of earnings, earnings per share, financial ratios or collateral.
- vi) Factors specific to the issuer and its markets that the issuer expects will affect its ability to raise short-term and long-term financing, guarantees of debt or other commitment to third parties, and written options on non-financial assets.
- vii) The relevant maturity grouping of assets and liabilities based on the remaining period at the balance sheet date to the contractual maturity date. Commentary should provide information about effective periods and the way the risks associated with different maturity and interest profiles are managed and controlled.
- viii) The issuer's material commitments for capital expenditures as of the end of the latest fiscal period, and indicate the general purposes of such commitments and the anticipated source of funds needed to fulfil such commitments.
- ix) Any known material trends, favorable or unfavorable, in the issuer's capital resources, including any expected material changes in the mix and relative cost of capital resources, considering changes between debt, equity and any off-balance sheet financing arrangements.

Discussion of Liquidity and Capital Resources

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Off Balance Sheet Arrangements

Provide a narrative explanation of the following (but not limited to):

- i) Disclosures concerning transactions, arrangements and other relationships with unconsolidated entities or other persons that are reasonably likely to materially affect liquidity or the availability of, or requirements for capital resources.
- ii) The extent of the issuer's reliance on off-balance sheet arrangements should be described fully and clearly where those entities provide financing, liquidity, market or credit risk support, or expose the issuer to liability that is not reflected on the face of the financial statements.
- iii) Off-balance sheet arrangements such as their business purposes and activities, their economic substance, the key terms and conditions of any commitments, the initial on-going relationship with the issuer and its affiliates and the potential risk exposures resulting from its contractual or other commitments involving the off-balance sheet arrangements.
- iv) The effects on the issuer's business and financial condition of the entity's termination if it has a finite life or it is reasonably likely that the issuer's arrangements with the entity may be discontinued in the foreseeable future.

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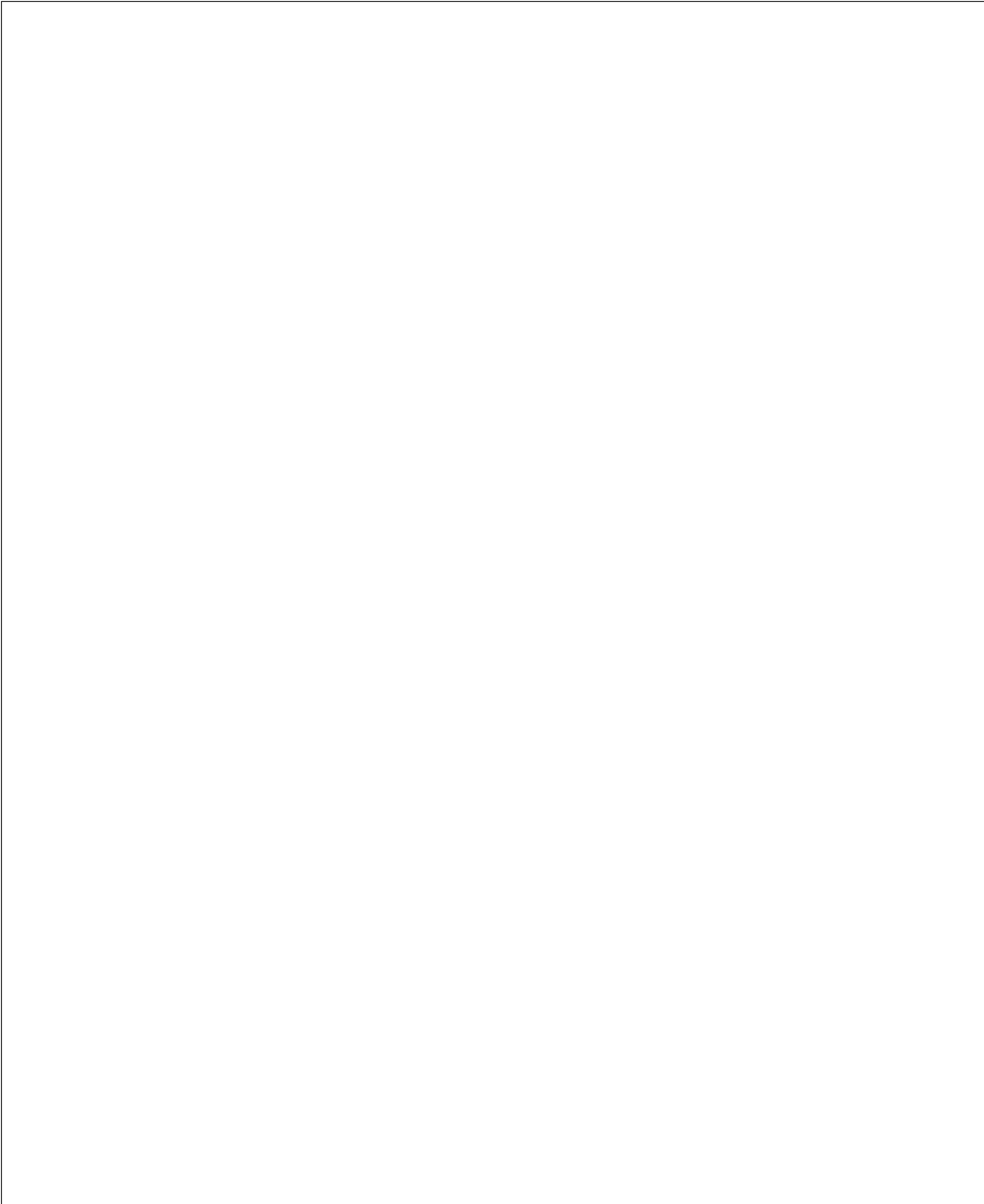
Results of Operations

In discussing results of operations, issuers should highlight the company's products and services, facilities and future direction. There should be a discussion of operating considerations and unusual events, which have influenced results for the reporting period. Additionally, any trends or uncertainties that might materially affect operating results in the future should be discussed.

Provide a narrative explanation of the following (but not limited to):

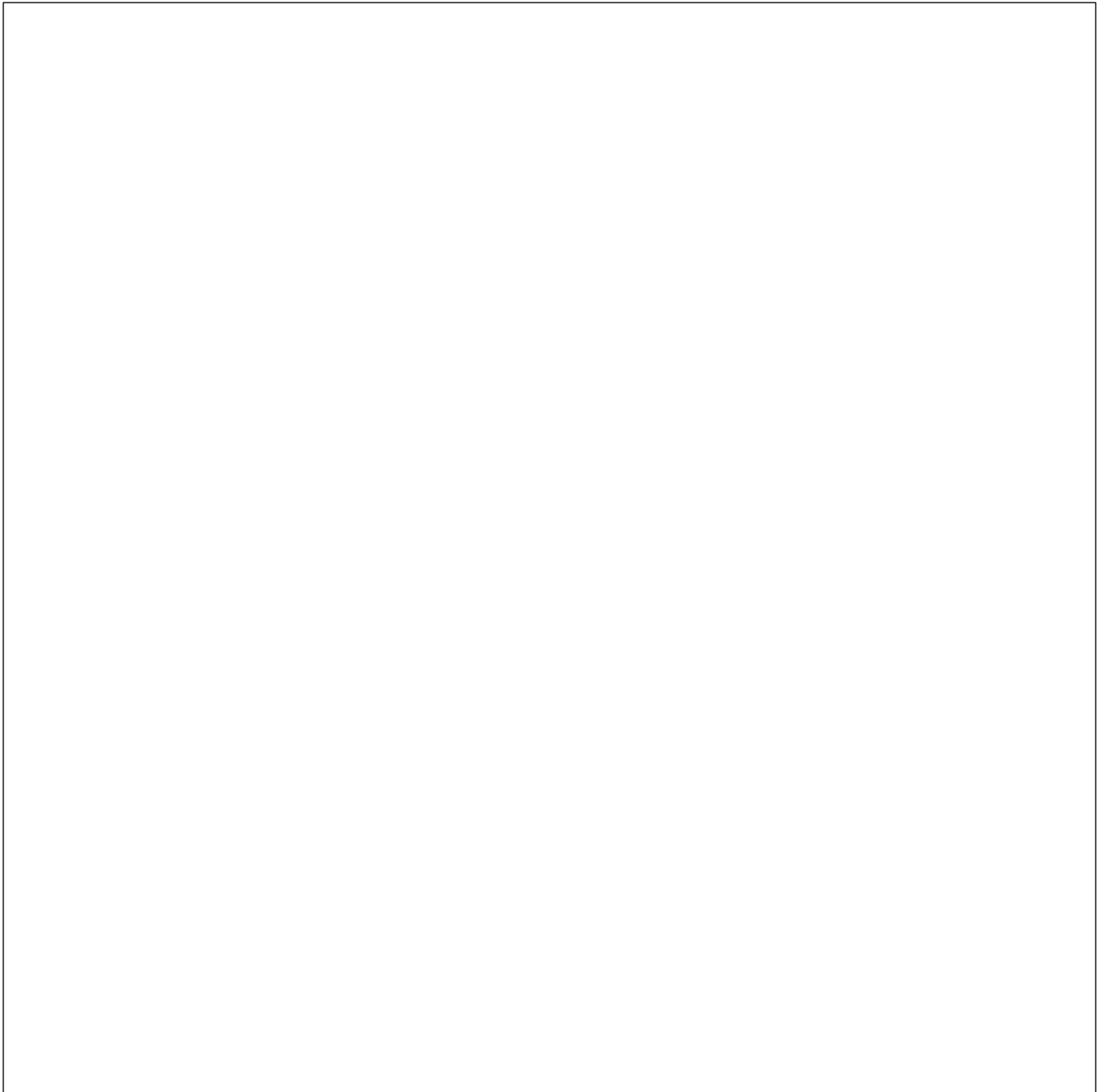
- i) Any unusual or infrequent events or transactions or any significant economic changes that materially affected the amount of reported income from continuing operations and, in each case, the extent to which income was so affected.
- ii) Significant components of revenues or expenses that should, in the company's judgment, be described in order to understand the issuer's results of operations.
- iii) Known trends or uncertainties that have had or that the issuer reasonably expects will have a material favorable or unfavorable impact on net sales or revenues or income from continuing operations.
- iv) Known events that will cause a material change in the relationship between costs and revenues (such as price increases, costs of labour or materials), and changes in relationships should be disclosed.
- v) The extent to which material increases in net sales or revenues are attributable to increases in prices or to increases in the volume or amount of goods or services being sold or to the introduction of new products or services.
- vi) Matters that will have an impact on future operations and have not had an impact in the past.
- vii) Matters that have had an impact on reported operations and are not expected to have an impact upon future operations
- viii) Off-balance sheet transactions, arrangements, obligations (including contingent obligations), and other relationships that have or are reasonably likely to have a current or future effect on the registrant's financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources.
- ix) Performance goals, systems and, controls.

Overview of Results of Operations



3. Disclosure about Risk Factors.

Provide a discussion of the risk factors that may have an impact on the results from operations or on the financial conditions. Avoid generalised statements. Typical risk factors include untested products, cash flow and liquidity problems, dependence on a key supplier or customer, management inexperience, nature of business, absence of a trading market (specific to the securities of the reporting issuer), etc. Indicate if any risk factors have increased or decreased in the time interval between the previous and current filing.

A large, empty rectangular box with a thin black border, intended for the user to provide a detailed discussion of risk factors as instructed in the text above. The box occupies most of the lower half of the page.

4. Legal Proceedings.

A legal proceeding need only be reported in the ECSRC – OR filed for the period in which it first became a reportable event and in subsequent interim reports in which there have been material developments. Subsequent Form ECSRC – OR filings in the same financial year in which a legal proceeding or a material development is reported should reference any previous reports in that year. Where proceedings have been terminated during the period covered by the report, provide similar information, including the date of termination and a description of the disposition thereof with respect to the reporting issuer and its subsidiaries.

5. Changes in Securities and Use of Proceeds.

- (a) Where the rights of the holders of any class of registered securities have been materially modified, give the title of the class of securities involved. State briefly the general effect of such modification upon the rights of holders of such securities.

(a) Where the use of proceeds of a security issue is different from that which is stated in the registration statement, provide the following:

- Offer opening date (provide explanation if different from date disclosed in the registration statement)

- Offer closing date (provide explanation if different from date disclosed in the registration statement)

- Name and address of underwriter(s)

- Amount of expenses incurred in connection with the offer _____

- Net proceeds of the issue and a schedule of its use

- Payments to associated persons and the purpose for such payments

(c) Report any working capital restrictions and other limitations upon the payment of dividends.

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6. Defaults upon Senior Securities.

- (a) If there has been any material default in the payment of principal, interest, a sinking or purchase fund instalment, or any other material default not satisfied within 30 days, with respect to any indebtedness of the reporting issuer or any of its significant subsidiaries exceeding 5 per cent of the total assets of the reporting issuer and its consolidated subsidiaries, identify the indebtedness. Indicate the nature of the default. In the case of default in the payment of principal, interest, or a sinking or purchase fund instalment, state the amount of the default and the total arrears on the date of filing this report.

- (b) If any material arrears in the payment of dividends have occurred or if there has been any other material delinquency not satisfied within 30 days, give the title of the class and state the amount and nature of the arrears or delinquency.

7. Submission of Matters to a Vote of Security Holders.

If any matter was submitted to a vote of security holders through the solicitation of proxies or otherwise during the financial year covered by this report, furnish the following information:

- (a) The date of the meeting and whether it was an annual or special meeting.

- (b) If the meeting involved the election of directors, the name of each director elected at the meeting and the name of each other director whose term of office as a director continued after the meeting.

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- (c) A brief description of each other matter voted upon at the meeting and a statement of the number of votes cast for or against as well as the number of abstentions as to each such matter, including a separate tabulation with respect to each nominee for office.

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- (d) A description of the terms of any settlement between the registrant and any other participant.

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- (e) Relevant details of any matter where a decision was taken otherwise than at a meeting of such security holders.

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8. Other Information.

The reporting issuer may, at its option, report under this item any information, not previously reported in a Form ECSRC – MC report (used to report material changes), with respect to which information is not otherwise called for by this form, provided that the material change occurred within seven days of the due date of the Form ECSRC-OR report. If disclosure of such information is made under this item, it need not be repeated in a Form ECSRC – MC report which would otherwise be required to be filed with respect to such information or in a subsequent Form ECSRC – OR report.

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REPUBLIC BANK (GRENADA) LIMITED

FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED DECEMBER 31, 2018

BALANCE SHEET AS AT DECEMBER 31, 2018

ASSETS

	Unaudited 31 DEC-18	Unaudited 31 DEC-17	Audited Y/E 30 Sept-18
	\$000's	\$000's	\$000's
Cash & due from banks	92,411	102,095	72,398
Statutory reserve	48,743	38,186	47,764
Treasury Bills	29,449	12,723	26,196
Investments	272,117	265,476	287,665
Loans & Advances	493,315	458,590	477,731
Provision for loan losses	-6,369	-7,897	-6,851
Unearned loan origination fees	-2,567	-2,454	-2,488
Fixed Assets	78,462	79,015	78,670
Depreciation	-47,449	-47,210	-47,443
Net Pension Asset	7,533	7,078	7,323
Other Assets	7,555	7,383	11,070
Total Assets	973,199	912,985	952,035

LIABILITIES & SHAREHOLDERS EQUITY

LIABILITIES

Current, Savings and Deposit Accounts	838,853	781,873	813,389
Due to other Banks	7,132	8,684	8,264
Post retirement benefits	4,476	4,136	4,378
Other liabilities	8,772	9,213	11,894

SHAREHOLDERS EQUITY

Shares in issue	20,745	20,745	20,745
Statutory Reserves	20,745	20,745	20,745
Other Reserves	0	1,837	0
Retained Earnings	72,476	65,752	72,620
Shareholders Equity	113,966	109,080	114,110
Total liabilities and shareholders equity	973,199	912,985	952,035

Contingent Accounts	23,958	22,430	22,735
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REPUBLIC BANK (GRENADA) LIMITED
FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED DECEMBER 31, 2018

INCOME STATEMENT FOR PERIOD ENDED DECEMBER 31, 2018

	Unaudited 31 DEC-18	Unaudited 31 DEC-17	Audited Y/E 30 Sept-18
Interest on loans	8,439	8,413	33,131
Interest on Investments	2,788	2,388	9,942
Total interest income	11,227	10,801	43,073
Interest on Deposits	2,579	2,426	9,831
Total Interest Expense	2,579	2,426	9,831
Net Interest	8,648	8,374	33,242
Other income	3,360	2,941	12,657
	12,008	11,315	45,899
Other Expenses	8,995	8,963	35,716
Credit loss expense on financial assets	63	321	186
	9,058	9,284	35,902
Profit before taxation	2,950	2,031	9,997
Taxation expense	652	460	2,119
Profit after taxation	2,298	1,571	7,878

REPUBLIC BANK (GRENADA) LIMITED
FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED DECEMBER 31, 2018

CASH FLOW STATEMENT FOR THE NINE MONTHS ENDED DECEMBER 31, 2018

	Unaudited 31 DEC-18	Unaudited 31 DEC-17	Audited Y/E 30 Sept-18
Profit before taxation	2,950	2,031	9,997
Depreciation and non cash items	707	981	3,684
Provisions for loan losses	89	321	290
Increase in Customer loans	-16,073	-5,672	-23,373
Increase/(decrease) in Customer deposits	25,464	-13,451	18,065
(Increase)/decrease in statutory deposit	-979	10,280	702
Decrease/(Increase) in other assets	3,511	-62	-2,997
(Decrease)/increase in other liabilities	-2,522	258	479
Income taxes paid	-1,249	-925	-2,037
Cash provided by/(used in) operating activities	11,898	-6,239	4,810
Net purchase of investments	13,865	1,226	-41,906
Increase in fixed assets	-422	-366	-2,041
Cash used in /(provided by) investing activities	13,443	860	-43,947
(Decrease)/Increase in due to other banks	-1,132	3,244	2,824
Dividends paid	-2,442	0	0
Cash (used in)/ provided by financing activities	-3,574	3,244	2,824
Increase/(Decrease) in cash resources	21,768	-2,135	-36,313
Cash resources at beginning of year	72,398	108,711	108,711
Cash resources at end of period	94,166	106,576	72,398

Republic Bank (Grenada) Limited

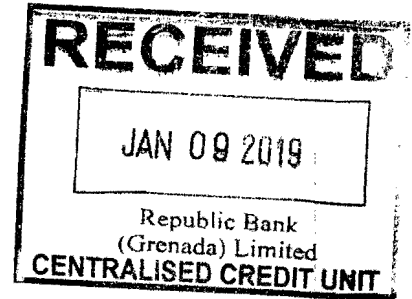
Investment Portfolio as at December 31, 2018

		CARRYING VALUE December 31, 2018	COUPON RATE	MATURITY DATE	PLACE
EC\$ INVESTMENTS		(EC\$'000)			
Govt of G/da EC Bonds	EC	1,502	7.00%	12-May-2030	Domestic
Government of Grenada Placement A	EC	\$1,015	3.00%	31-Dec-2022	Domestic
Government of Grenada Placement B	EC	\$1,340	7.00%	31-Dec-2027	Domestic
Government of Grenada Placement C	EC	\$194	7.00%	31-Dec-2030	Domestic
Sub Total		4,051			
EQUITY INVESTMENTS					
ECHMB	EC	\$350			Regional
Eastern C'bean Sec. Exchange	EC	\$147			Regional
Eastern C'bean Sec. Exchange	EC	\$50			Regional
Sub Total		\$547			
Total EC\$ Investment		\$4,598			
TT DOLLAR INVESTMENT					
WASA FIXED RATE BONDS	TT\$	4,166	11.50%	21-Nov-2021	Regional
Sub Total - TT Dollar Investments		4,166			
APG-St.Johns Port Expansion	US	\$4,773	9.00%	30-Sep-2025	Regional
Gov't of St. Kitts USD bonds	US	\$458	3.00%	18-Apr-2032	Regional
Gov't of St. Kitts USD bonds #2	US	\$16	6.00%	18-Apr-2032	Regional
Bank of America 2.625% USD bond	US	\$8,063	2.63%	19-Oct-2020	Int'l
Bank of America 2.6%	US	\$8,495	2.60%	15-Jan-2019	Int'l
Bobin	US	\$5,418	4.88%	23-Jan-2019	Int'l
Bank of Montreal	US	\$8,097	2.38%	25-Jan-2019	Int'l
Goldman sachs	US	\$8,092	2.65%	31-Jan-2019	Int'l
Citigroup	US	\$2,700	2.50%	29-Jul-2019	Int'l
Citigroup	US	\$5,388	2.40%	18-Feb-2020	Int'l
Royal Bank of Canada	US	\$5,399	2.15%	6-Mar-2020	Int'l
STD CHARTERED 2.25%USD BOND	US	\$18,886	2.25%	17-Apr-2020	Int'l
BLADEX 3.25% USD BOND	US	\$2,695	3.25%	7-May-2020	Int'l
WELLS FARGO 2.15% USD BOND	US	\$2,701	2.15%	30-Jan-2020	Int'l
BANCO DE CREDITO DEL PERU (BCP) 5.375%	US	\$8,395	5.38%	16-Sep-2020	Int'l
BANCO DE CREDITO DEL PERU (BCP) 4.25%	US	\$8,799	4.25%	1-Apr-2023	Int'l
Westpac	US	\$10,833	2.30%	26-May-2020	Int'l
American Express	US	\$8,141	2.60%	14-Sep-2020	Int'l
RABOBANK 2.5% USD Bond	US	\$2,718	2.50%	19-Jan-2021	Int'l
FCB 3.75% Loan Notes	US	\$8,087	3.75%	7-Apr-2021	Int'l
SAGICOR 5% NOTE	US	\$4,506	4.85%	14-Aug-2019	Int'l
WELLS FARGO 2.5% USD BOND NO 1	US	\$5,433	2.50%	4-Mar-2021	Int'l
WELLS FARGO 2.5% USD BOND NO 2	US	\$2,716	2.50%	4-Mar-2021	Int'l
RABOBK 2.5% USD BOND 1	US	\$4,054	2.50%	19-Jan-2021	Int'l
Commercial paper	US	\$8,088	1.95%	12-Jul-2019	Regional
Republic of Colombia	US	\$8,248	4.38%	12-Dec-2021	Int'l

AES Gener	US	\$6,960	5.25%	15-Aug-2021	Int'l
Tringen	US	\$7,966	5.25%	4-Nov-2027	Regional
SUMIBK 2.846% Bond	US	\$8,096	2.85%	11-Jan-2022	Int'l
SUMITOMO MITSUI 3.102% USD BOND	US	\$7,933	3.10%	17-Jan-2023	Int'l
CREDIT SUISSE 3.80 USD BOND	US	\$2,786	3.80%	15-Sep-2022	Int'l
CREDIT SUISSE 3.125 USD BOND	US	\$5,473	3.13%	10-Dec-2020	Int'l
PNC FIN. SERVICES GROUP 2.55%	US	\$2,721	2.55%	9-Dec-2021	Int'l
BANK OF MONTREAL 1.90% USD BOND	US	\$2,683	1.90%	27-Aug-2021	Int'l
TORONTO DOMINION 1.8% US BOND	US	\$2,678	1.80%	13-Jul-2021	Int'l
PNC FIN SERVICES 2.55% # 1	US	\$5,438	2.55%	9-Dec-2021	Int'l
Bank of Montreal	US	\$5,268	2.55%	6-Nov-2022	Int'l
NCB FIN LTD SERVICES US BOND	US	\$5,145	5.25%	27-Sep-2019	Int'l
HSBC 2.95% USD Bond	US	\$5,461	2.95%	25-May-2021	Int'l
PNC FIN SERVICES 2.55% # 2	US	\$2,721	2.55%	9-Dec-2021	Int'l
BSANCI 3.875% USD BOND	US	\$2,580	3.88%	0-Jan-1900	Int'l
Banco security	US	\$6,745	3.30%	29-Dec-2020	Int'l
ANZ 2.625% Bonds	US	\$2,646	2.63%	9-Nov-2022	Int'l
SWEDA 2.65% USD BONDS	US	\$5,360	2.65%	10-Mar-2021	Int'l
HSBC 3.4%	US	\$6,741	3.40%	8-Mar-2021	Int'l
HSBC 3.4 USD BOND # 1	US	\$6,753	3.40%	8-Mar-2021	Int'l
Sub Total		\$263,353			
Total US\$ Investment		\$263,353			
Grand Total		\$272,117			

RENWICK & PAYNE

ATTORNEYS-AT-LAW
&
INTELLECTUAL PROPERTY AGENTS
in Grenada and the Caribbean



CHAMBERS:

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Email: renwick-payne@spiceisle.com
Website: www.renwickandpayne.com

Telephone (473) 440-2479/3895
Fax (473) 440-4189

Partner: Margaret Blackburn-Steele LL.B (Hons.) Notary Public
Partner: Amy M. Y. Bullock-Jawahir BA (Hons.) Law Post Graduate Dip. PLS

Consultant: D. H. Lalsee
Barrister-at-Law

9th January 2019

The General Manager
Republic Bank (Grenada) Ltd
Centralised Credit Unit
Melville Street
St. George's

Attn: Mr. O'Neal Dominique

Dear Mr. Dominique,

Re: Republic Bank (Grenada) Limited- Litigation Matters

We refer to your request for information of any litigation matters involving the Bank and report as follows:

1. **Claim No: GDAHCV 2005/0209- Republic Bank (Grenada) Limited v Ian Francis and Juliana Francis.**

The Bank financed the purchase of a sub-divided lot of land from Simeon Francis and subsequently the construction of a house on the said sub-division for customers Ian and Juliana Francis. During the construction, customers received a court order to cease construction as there was covenant in a prior deed which prevented the sub-division of the lot. Customers have claimed \$257,900 from the Bank as the value of their equity in the property plus legal fees and rents paid.

The above-captioned action was instituted by Renwick & Payne on the Bank's behalf to obtain clarification of the Orders in the two previous actions and to obtain declarations to the effect mainly that:

- a) Mr. Ian Francis and his wife would not be in contempt of court if they were to move into the house they built; and

b) Mr. Ian Francis remains liable to pay under the mortgage.

The Bank's customers responded by way of a Defence and Counterclaim against the Bank and joined Renwick & Payne as a party for negligence as the customer alleges we did not advise him as to the covenant restricting more than one building. We responded by way of Reply and Defence to Counterclaim. On 2nd May, 2008 Judgment was entered in favour of our application to strike the Counterclaim filed in this matter. Subsequently, the Lawyers for Francis appealed the Judgment. The Court of Appeal ruled against Renwick & Payne but we did not think it in the firm's interest to resort to the Privy Council as the issue will nevertheless be thrashed out at the main trial of the action, together with the Bank's action.

Present Position

At the last Court hearing, the Judge ordered all parties to attend a formal Mediation session. We still await a date to be provided to us by the mediation centre.

Once we have a date set we will inform the Bank so that we can discuss the Bank's settlement position. Hopefully we will be able to reach a settlement, or at the very least, narrow some of the issues.

Prospect of Success

If mediation is unsuccessful, we think that we have a good chance of success in obtaining the declarations sought. These declarations are important to establish the legal position of the parties and the mortgaged property vis-à-vis a sale by the Bank under its Power of Sale. It is difficult to ascertain the final amount of the Claim because the Francis' are claiming all costs expended subsequent to their purchase of the land. However, the building remains standing and we advise that insurance be maintained.

2. Claim No. GDAHCV 2011/0096 – Time Bourke (Holdings) Grenada Limited v Issa Nicholas (Grenada) Limited and Republic Bank (Grenada) Limited

This matter is essentially a Landlord and Tenant matter. Time Bourke (Holdings) Grenada Limited as Landlord instituted proceedings against Issa Nicholas (Grenada) Limited as Tenant for breach of covenants under an Indenture of Lease so that the lease had become liable to forfeiture and also for possession of the leasehold property.

Issa Nicholas (Grenada) Limited, filed a Defence denying that it was in breach of the lease; that the Claimant was not entitled to forfeit the lease; and, contending that the Claim against it should be struck out. Issa Nicholas (Grenada) Limited also counterclaimed for damages, relief from forfeiture, and costs.

The Bank is affected by this matter as Issa Nicholas (Grenada) Limited has a mortgage with the Bank under which the leasehold property is being held as security. Forfeiture of the lease would result in the Bank losing its security under the said Mortgage.

On 11th September, 2015 the Bank filed an application to be joined as an Interested Party or as a Defendant to these proceedings in order to make the Court aware of the existence of the mortgage and to protect its interests.

At the last hearing, the Court ordered that the Bank be joined as a Defendant to these proceedings and we have since been served with all the relevant documents. Also at this hearing, the Court dealt with an Application by Issa Nicholas (Grenada) Limited to permit the late filing of an additional witness statement. This application was denied by the High Court and Issa Nicholas (Grenada) Limited's appeal of this decision was dismissed.

Present Position

This matter remains as per our last report dated 9th October 2018.

By way of reminder, the substantive matter has not yet been heard by the High Court. We are still awaiting a date to be set by the Court for Pre-Trial Review of this matter. With the current unavailability of a civil Court, we do not anticipate a date to be set before April 2019. At the right time we will be filing our application seeking to enforce the Bank's statutory remedy for relief from forfeiture, so as to keep the Bank's security intact.

Prospect of Success

Having researched the matter, we find it very unlikely that the Court will forfeit the lease. Forfeiture of the lease as a remedy for Time Bourke (Holdings) Grenada Limited is highly disproportionate to the effect it would have on Issa Nicholas (Grenada) Limited and Republic Bank (Grenada) Limited.

Should the Court be of the decision that the lease should be forfeited, it will more than likely grant relief from forfeiture to Issa Nicholas (Grenada) Limited. It is at that time that our application to enforce the Bank's statutory remedy of relief from forfeiture will be taken into consideration to protect the Bank's financial interest.

3. Claim No.GDAHCV2014/0274 – Jessamy Environmental Consulting & Research Caribbean Incorporated, a firm and Valma Jessamy v Republic Bank (Grenada) Limited

These proceedings commenced with the filing of a Claim Form and Statement of Claim by Valma Jessamy and her registered Company claiming relief for breach of contract, negligence on the Bank's part, breach of confidentiality and general damages. We filed a Defence in these

proceedings on the Bank's behalf. Pleadings are now at a close, and the Claimants opted not to file a Reply to our Defence.

Present Position

This matter remains as per our last report dated 9th October 2018.

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As indicated above, we filed a Defence on behalf of the Bank, which in summary emphasizes that the Bank acted in accordance with the provisions of the Bill of Sale Act as well as the Banking Act. We feel the Bank has a strong position to defend this matter at trial.

4. Re: Claim No. GDAHCV 2015/0036- Rickie Morain and Robbie Morain v Beverly Whint

Robbie Morain and Rickie Morain ("the Morains") brought an action against their sister Beverly Whint for specific performance of an agreement between the Morains and Ms. Whint made on or about 27th January 2011 for the sale by Ms. Whint to the Morains of all that lot of land situate at Woburn, St. George comprising 8791 square feet with residential building thereon.

Prior to the agreement, Ms. Whint mortgaged the said property to the Bank. The Morains claim that there was an agreement partly in writing and partly oral whereby Ms. Whint agreed to sell and the Morains agreed to purchase the said lot of land for the purchase price of \$170,000.00. It was also agreed that the said purchase price was to be applied to Ms. Whint's mortgage account with the Bank.

Present Position

Following the Bank's attempts to sell the property, as anticipated, Ms. Celia Edwards filed an application against the Bank for an injunction to prevent the Bank from going through with the sale. Application for the injunction will give the Bank an opportunity to present its interests in the matter to the Court. The Application for the Injunction is due to be heard on 6th February 2019. In the meantime, until the Application is heard, the Bank cannot sell the property.

Prospect of Success

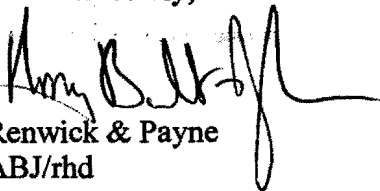
In our opinion, this action is one for breach of contract and can be remedied by an award of damages to the injured party. The legal title for the property is, in any event, vested in the Bank as mortgagee, who can sell at any time under its power of sale. We believe that it is unlikely that

the Court will allow the Bank's mortgage to continue un-serviced, and will dismiss any injunctive proceedings brought by Ms. Edwards and allow the Bank to sell the property under its power of sale without further interference from the parties. Following a sale, the Bank should have no further involvement or interest in this matter.

Of course, should the proceeds from a sale of the property be insufficient to pay off the outstanding mortgage debt in full, the Bank is at liberty to bring a separate claim against Beverly Whint for the balance owed.

We hope the above is of assistance to you.

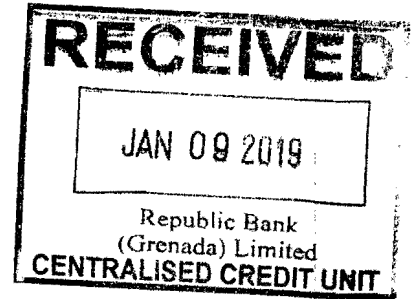
Yours sincerely,

A handwritten signature in black ink, appearing to read "Amy Bell". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Renwick & Payne
ABJ/rhd

RENWICK & PAYNE

ATTORNEYS-AT-LAW
&
INTELLECTUAL PROPERTY AGENTS
in Grenada and the Caribbean



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Partner: Amy M. Y. Bullock-Jawahir BA (Hons.) Law Post Graduate Dip. PLS

Consultant: D. H. Lalsee
Barrister-at-Law

9th January 2019

The General Manager
Republic Bank (Grenada) Ltd
Centralised Credit Unit
Melville Street
St. George's

Attn: Mr. O'Neal Dominique

Dear Mr. Dominique,

Re: Republic Bank (Grenada) Limited- Litigation Matters

We refer to your request for information of any litigation matters involving the Bank and report as follows:

1. **Claim No: GDAHCV 2005/0209- Republic Bank (Grenada) Limited v Ian Francis and Juliana Francis.**

The Bank financed the purchase of a sub-divided lot of land from Simeon Francis and subsequently the construction of a house on the said sub-division for customers Ian and Juliana Francis. During the construction, customers received a court order to cease construction as there was covenant in a prior deed which prevented the sub-division of the lot. Customers have claimed \$257,900 from the Bank as the value of their equity in the property plus legal fees and rents paid.

The above-captioned action was instituted by Renwick & Payne on the Bank's behalf to obtain clarification of the Orders in the two previous actions and to obtain declarations to the effect mainly that:

- a) Mr. Ian Francis and his wife would not be in contempt of court if they were to move into the house they built; and

b) Mr. Ian Francis remains liable to pay under the mortgage.

The Bank's customers responded by way of a Defence and Counterclaim against the Bank and joined Renwick & Payne as a party for negligence as the customer alleges we did not advise him as to the covenant restricting more than one building. We responded by way of Reply and Defence to Counterclaim. On 2nd May, 2008 Judgment was entered in favour of our application to strike the Counterclaim filed in this matter. Subsequently, the Lawyers for Francis appealed the Judgment. The Court of Appeal ruled against Renwick & Payne but we did not think it in the firm's interest to resort to the Privy Council as the issue will nevertheless be thrashed out at the main trial of the action, together with the Bank's action.

Present Position

At the last Court hearing, the Judge ordered all parties to attend a formal Mediation session. We still await a date to be provided to us by the mediation centre.

Once we have a date set we will inform the Bank so that we can discuss the Bank's settlement position. Hopefully we will be able to reach a settlement, or at the very least, narrow some of the issues.

Prospect of Success

If mediation is unsuccessful, we think that we have a good chance of success in obtaining the declarations sought. These declarations are important to establish the legal position of the parties and the mortgaged property vis-à-vis a sale by the Bank under its Power of Sale. It is difficult to ascertain the final amount of the Claim because the Francis' are claiming all costs expended subsequent to their purchase of the land. However, the building remains standing and we advise that insurance be maintained.

2. Claim No. GDAHCV 2011/0096 – Time Bourke (Holdings) Grenada Limited v Issa Nicholas (Grenada) Limited and Republic Bank (Grenada) Limited

This matter is essentially a Landlord and Tenant matter. Time Bourke (Holdings) Grenada Limited as Landlord instituted proceedings against Issa Nicholas (Grenada) Limited as Tenant for breach of covenants under an Indenture of Lease so that the lease had become liable to forfeiture and also for possession of the leasehold property.

Issa Nicholas (Grenada) Limited, filed a Defence denying that it was in breach of the lease; that the Claimant was not entitled to forfeit the lease; and, contending that the Claim against it should be struck out. Issa Nicholas (Grenada) Limited also counterclaimed for damages, relief from forfeiture, and costs.

The Bank is affected by this matter as Issa Nicholas (Grenada) Limited has a mortgage with the Bank under which the leasehold property is being held as security. Forfeiture of the lease would result in the Bank losing its security under the said Mortgage.

On 11th September, 2015 the Bank filed an application to be joined as an Interested Party or as a Defendant to these proceedings in order to make the Court aware of the existence of the mortgage and to protect its interests.

At the last hearing, the Court ordered that the Bank be joined as a Defendant to these proceedings and we have since been served with all the relevant documents. Also at this hearing, the Court dealt with an Application by Issa Nicholas (Grenada) Limited to permit the late filing of an additional witness statement. This application was denied by the High Court and Issa Nicholas (Grenada) Limited's appeal of this decision was dismissed.

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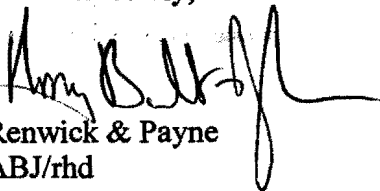
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Renwick & Payne
ABJ/rhd