

**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*

|  |
|--|
|  |
|--|

## 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.

|  |
|--|
|  |
|--|

## 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.

**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.

|  |
|--|
|  |
|--|

**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.

|  |
|--|
|  |
|--|

- (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.

|  |
|--|
|  |
|--|

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

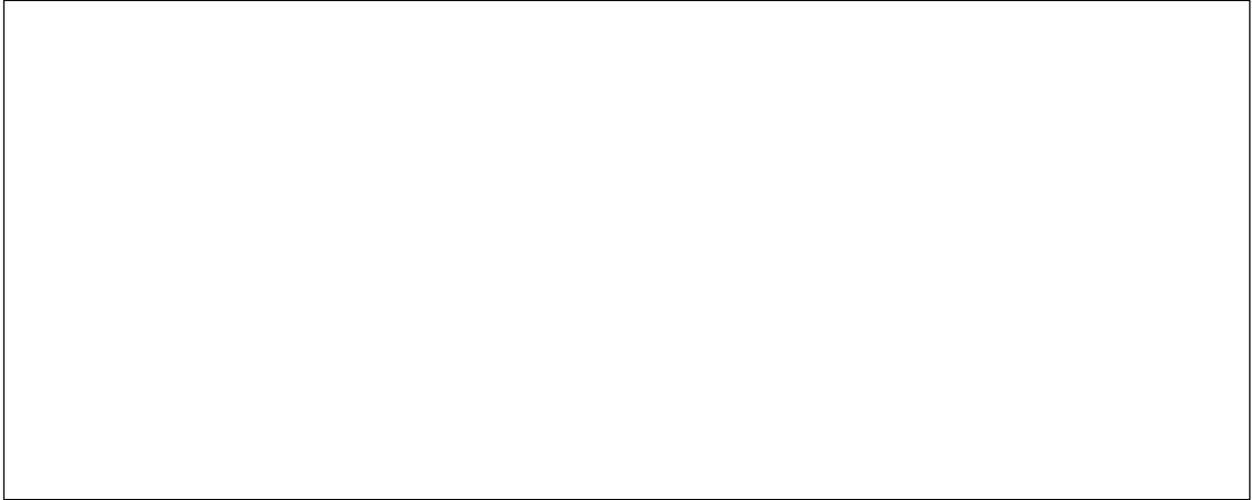
|  |
|--|
|  |
|--|

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

|  |
|--|
|  |
|--|

**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.

A large, empty rectangular box with a thin black border, intended for the reporting issuer to provide additional information as described in the text above. The box is currently blank.

**REPUBLIC BANK (GRENADA) LIMITED**

**FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED DECEMBER 31, 2018**

**BALANCE SHEET AS AT DECEMBER 31, 2018**

**ASSETS**

|                                | <b>Unaudited<br/>31 DEC-18</b> | <b>Unaudited<br/>31 DEC-17</b> | <b>Audited<br/>Y/E 30 Sept-18</b> |
|--------------------------------|--------------------------------|--------------------------------|-----------------------------------|
|                                | \$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                            |
| <b>Total Assets</b>            | <b>973,199</b>                 | <b>912,985</b>                 | <b>952,035</b>                    |

**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        |
| <b>Total liabilities and shareholders equity</b> | <b>973,199</b> | <b>912,985</b> | <b>952,035</b> |

|                     |        |        |        |
|---------------------|--------|--------|--------|
| Contingent Accounts | 23,958 | 22,430 | 22,735 |
|---------------------|--------|--------|--------|

|  |
|--|
| <b>REPUBLIC BANK (GRENADA) LIMITED</b><br><b>FINANCIAL STATEMENTS FOR THE THREE MONTHS ENDED DECEMBER 31, 2018</b> |
|--|

**INCOME STATEMENT FOR PERIOD ENDED DECEMBER 31, 2018**

|   | Unaudited<br>31 DEC-18 | Unaudited<br>31 DEC-17 | Audited<br>Y/E 30 Sept-18 |
|---|------------------------|------------------------|---------------------------|
| Interest on loans                       | 8,439                  | 8,413                  | 33,131                    |
| Interest on Investments                 | 2,788                  | 2,388                  | 9,942                     |
|   | <b>11,227</b>          | <b>10,801</b>          | <b>43,073</b>             |
| Interest on Deposits                    | 2,579                  | 2,426                  | 9,831                     |
|   | <b>2,579</b>           | <b>2,426</b>           | <b>9,831</b>              |
| <b>Net Interest</b>                     | <b>8,648</b>           | <b>8,374</b>           | <b>33,242</b>             |
| 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                    |
| <b>Profit before taxation</b>           | <b>2,950</b>           | <b>2,031</b>           | <b>9,997</b>              |
| Taxation expense                        | 652                    | 460                    | 2,119                     |
| <b>Profit after taxation</b>            | <b>2,298</b>           | <b>1,571</b>           | <b>7,878</b>              |

**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**

|   | <b>Unaudited<br/>31 DEC-18</b> | <b>Unaudited<br/>31 DEC-17</b> | <b>Audited<br/>Y/E 30 Sept-18</b> |
|---|--------------------------------|--------------------------------|-----------------------------------|
| 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                            |
| <b>Cash provided by/(used in) operating activities</b>  | <b>11,898</b>                  | <b>-6,239</b>                  | <b>4,810</b>                      |
| Net purchase of investments                             | 13,865                         | 1,226                          | -41,906                           |
| Increase in fixed assets                                | -422                           | -366                           | -2,041                            |
| <b>Cash used in /(provided by) investing activities</b> | <b>13,443</b>                  | <b>860</b>                     | <b>-43,947</b>                    |
| (Decrease)/Increase in due to other banks               | -1,132                         | 3,244                          | 2,824                             |
| Dividends paid  | -2,442                         | 0                              | 0                                 |
| <b>Cash (used in)/ provided by financing activities</b> | <b>-3,574</b>                  | <b>3,244</b>                   | <b>2,824</b>                      |
| Increase/(Decrease) in cash resources                   | 21,768                         | -2,135                         | -36,313                           |
| Cash resources at beginning of year                     | 72,398                         | 108,711                        | 108,711                           |
| <b>Cash resources at end of period</b>                  | <b>94,166</b>                  | <b>106,576</b>                 | <b>72,398</b>                     |

**Republic Bank (Grenada) Limited**

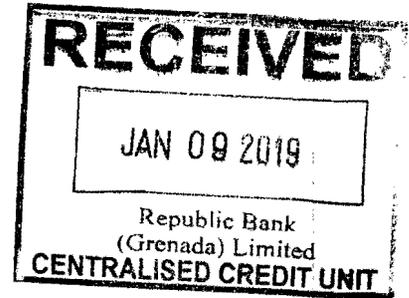
**Investment Portfolio as at December 31, 2018**

|  |      | <b>CARRYING VALUE<br/>December 31,<br/>2018</b> | <b>COUPON<br/>RATE</b> | <b>MATURITY<br/>DATE</b> | <b>PLACE</b> |
|--|------|---|------------------------|--------------------------|--------------|
| <b>EC\$ INVESTMENTS</b>                |      | <b>(EC\$'000)</b>                               |                        |                          |              |
| 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     |
| <b>Sub Total</b>                       |      | <b>4,051</b>                                    |                        |                          |              |
| <b>EQUITY INVESTMENTS</b>              |      |   |                        |                          |              |
| ECHMB                                  | EC   | \$350   |                        |                          | Regional     |
| Eastern C'bean Sec. Exchange           | EC   | \$147   |                        |                          | Regional     |
| Eastern C'bean Sec. Exchange           | EC   | \$50  |                        |                          | Regional     |
| <b>Sub Total</b>                       |      | <b>\$547</b>                                    |                        |                          |              |
| <b>Total EC\$ Investment</b>           |      | <b>\$4,598</b>                                  |                        |                          |              |
| <b>TT DOLLAR INVESTMENT</b>            |      |   |                        |                          |              |
| WASA FIXED RATE BONDS                  | TT\$ | 4,166   | 11.50%                 | 21-Nov-2021              | Regional     |
| Sub Total - TT Dollar Investments      |      | <b>4,166</b>                                    |                        |                          |              |
| 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    |
|                                 |    |                  |       |             |          |
| <b>Sub Total</b>                |    | <b>\$263,353</b> |       |             |          |
|                                 |    |                  |       |             |          |
| <b>Total US\$ Investment</b>    |    | <b>\$263,353</b> |       |             |          |
|                                 |    |                  |       |             |          |
| <b>Grand Total</b>              |    | <b>\$272,117</b> |       |             |          |

# RENWICK & PAYNE

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



**CHAMBERS:**

EBA House  
Corner Lucas Street & Church Street  
St. George's Grenada, West Indies

Email: [renwick-payne@spiceisle.com](mailto:renwick-payne@spiceisle.com)  
Website: [www.renwickandpayne.com](http://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

9<sup>th</sup> 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 2<sup>nd</sup> 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 9<sup>th</sup> 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 9<sup>th</sup> October 2018.

By way of reminder, we are awaiting a date to be given a date for Pre-Trial Review, after which the matter will be ready for trial on a date to be fixed by the Court.

### **Prospect of Success**

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 6<sup>th</sup> February 2019. In the meantime, until the Application is heard, the Bank cannot sell the property.

### **Prospect of Success**

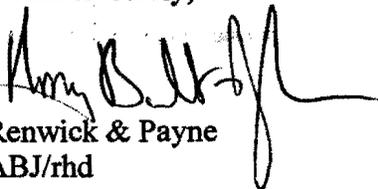
In our opinion, this action is one for breach of contract and can be remedied by an award of damages to the injured party. The legal title for the property is, in any event, vested in the Bank as mortgagee, who can sell at any time under its power of sale. We believe that it is unlikely that

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.

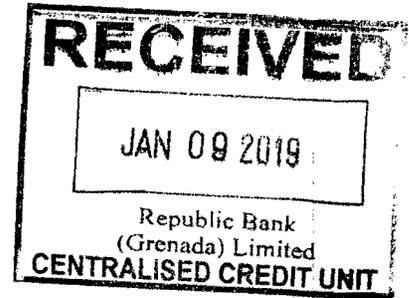
Yours sincerely,



Renwick & Payne  
ABJ/rhd

# RENWICK & PAYNE

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



**CHAMBERS:**

EBA House  
Corner Lucas Street & Church Street  
St. George's Grenada, West Indies

Email: [renwick-payne@spiceisle.com](mailto:renwick-payne@spiceisle.com)  
Website: [www.renwickandpayne.com](http://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

9<sup>th</sup> 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 2<sup>nd</sup> 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 9<sup>th</sup> 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 9<sup>th</sup> October 2018.

By way of reminder, we are awaiting a date to be given a date for Pre-Trial Review, after which the matter will be ready for trial on a date to be fixed by the Court.

### **Prospect of Success**

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 6<sup>th</sup> February 2019. In the meantime, until the Application is heard, the Bank cannot sell the property.

### **Prospect of Success**

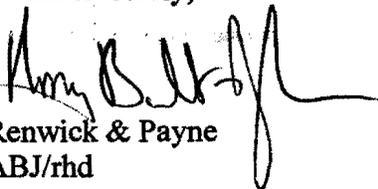
In our opinion, this action is one for breach of contract and can be remedied by an award of damages to the injured party. The legal title for the property is, in any event, vested in the Bank as mortgagee, who can sell at any time under its power of sale. We believe that it is unlikely that

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,



Renwick & Payne  
ABJ/rhd