

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 507 of 2009

B E T W E E N:

(1) JORG GEISSLER
(2) PAUL GEISSLER

and

(1) CENTURION DEVELOPMENT
CORPORATION LTD.

(2) FERNANDO MENDES

(3) MARGARET MENDES

(4) JOE OTU

(5) JOSEPHINE OTU



Defendants

WRIT OF SUMMONS

TO: Centurion Development Corporation Ltd
P.O. Box 666
KY1-1303

AND TO: Fernando Mendes
PO Box 666
KY1-1303

AND TO: Margaret Mendes
PO Box 666
KY1-1303

AND TO: Joe Otu
PO Box 666
KY1-1303

AND TO: Josephine Otu
PO Box 666
KY1-1303



THIS WRIT OF SUMMONS has been issued against you by the above-named plaintiffs in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return the Court Office, P.O. Box 495 Grand

Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 13th day of October, 2009

NOTE – This Writ may not be served later than 4 calendar months [*or, if leave is required to effect service out of the jurisdiction, 6 months*] beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. On 4 December 2006 the Defendants made and delivered to the Plaintiffs a promissory note ("the first Note" a copy of which is attached marked "A") by which the Defendants jointly and severally promised to repay to the Plaintiffs the sum of US\$426,830 on 5th December 2007.
2. In default of the terms of the first Note the Defendants failed to pay any of the sum due or at all prior to the 5th December 2007 due date.
3. On or about 5th December 2007 the Defendants made and delivered to the Plaintiffs a promissory note ("the Note") in the sum of US\$487,806 due on 5th June 2009. By this Note the Defendants promised:
 - (i) To pay the sum of US\$487,806 by five (5) installments of US\$36,585 commencing on 5th March 2008, then due on 5th June 2009, 5th September 2008, 5th December 2008, and 5th March 2009, and a further payment of the balance of US\$304,878 on the said due date.
 - (ii) In the event that the Defendant borrowers cause the Note to be enforced through the Courts that the Defendants are liable to the Plaintiffs for all costs of collection and enforcement, including reasonable attorneys fees and court costs in addition to the other amounts due.
 - (iii) that any default on any payment will be subject to 7.5% administration fee plus the applicable rate of interest.
4. On or about 2nd June 2008 the Defendants caused a total payment of US\$155,000 to be made to the Plaintiffs in part diminution of the amount

outstanding, such payment consisting of an overdue payment under the first Note of US\$118,415, and the balance being the overdue first installment due under the Note on 5th March 2008 in the sum of US\$36,585. No further payments have been received by the Plaintiffs from the Defendants pursuant to the first Note, the Note, or at all.

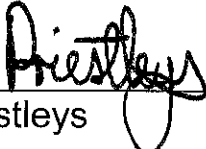
5. The Plaintiffs claim the sum of US\$332,806 due under the Note made by the Defendants on 5th December 2007 and made payable to the Plaintiffs, which was presented for payment on 5th June 2009 but remains unpaid.
6. Further, the Plaintiffs claim the 7.5% administrative fee upon the balance of US\$332,806 due under the Note between 5th June 2009 and the date of issue being 13th October 2009 (134 days) amounting to **US\$18,224** and continuing at a daily rate of US\$136.00.
7. Further, the Plaintiffs claim pre and post action interest pursuant to Section 34 of The Judicature Law (2004 Revision), upon the principal plus the administrative fee set out at paragraph 6 above amounting to **US\$351,030** (US\$332,806 + US\$18,224), at the rate of 5% per annum prescribed by the Judgment Debts (Rates if Interest) Rules 2008. To date interest is due upon the sum of US\$351,030 between 5th June 2009 and the date of issue being 13th October 2009 (134 days) amounting to **US\$6,443** and continuing at a daily rate of US\$48.00.
8. The Plaintiffs have incurred the sum of **US\$9,720** in legal fees to date and claim this sum due under the terms of the Note as set out at paragraph 3(ii) above.

The Plaintiffs are entitled to and claim:

- (1) The sum of **US\$351,350** due under the Note
- (2) Administrative fees of **US\$18,224**

- (2) Pre and post judgment interest pursuant to section 34 of the Judicature law (2007 Revision) in the sum of **US\$6,443**.
- (3) Costs and disbursements of the Plaintiffs regarding collection and enforcement proceedings up to the date of issue of proceedings in the sum of **US\$9,720**.
- (4) Court issuing fee of **US\$243** (CI\$200), and *ad valorem* fees of **US\$3,513** (CI\$2,880).

If within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of **US\$389,493** (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiffs or its Attorney.



Priestleys

This Writ and Statement of Claim is issued by Priestleys Attorneys-at-Law for the Plaintiffs herein whose address for service is Units 11 & 12, Galleria Plaza, 638 West Bay Road, P.O. Box 30310, Grand Cayman, KY1-1202

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495, George Town, Grand Cayman.
2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (14) days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not endorsed on the Writ, the defence need not be served until fourteen (14) days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for fourteen (14) days after his Acknowledgement, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by installments or otherwise.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (14) days for acknowledging service, a Writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an Attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. _____ of 2009

B E T W E E N:

(1) JORG GEISSLER
(2) PAUL GEISSLER

Plaintiffs

and

(1) CENTURION DEVELOPMENT
CORPORATION LTD.

(2) FERNANDO MENDES

(3) MARGARET MENDES

(4) JOE OTU

(5) JOSEPHINE OTU

Defendants

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important

Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

Yes [] No []

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

Yes [] No []

Service of the Writ is acknowledged accordingly

(Signed) _____

Address for service:

Please see overleaf.....

Notes on address for service

Attorney: where the Defendant is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign Attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Endorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

PRIESTLEYS
ATTORNEYS-AT-LAW
UNITS 11 & 12, GALLERIA PLAZA
638 West Bay Road
PO BOX 30310
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, KY1-1202

Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for Defendant's Attorney endorsement]