

**IN THE GRAND COURT OF THE CAYMAN ISLANDS  
FINANCIAL SERVICES DIVISION**

0037  
CAUSE NO. FSD OF 2011



**BETWEEN**

**FT BANK MUTIARA Tbk  
(formerly PT BANK CENTURY Tbk)**

**PLAINTIFF**

**AND**

**TARQUIN LIMITED.**

**DEFENDANT**

**WRIT OF SUMMONS**

**TO:** Tarquin Limited  
c/o Maples & Calder Corporate Services Limited  
P.O. Box 9093  
Queensgate House  
South Church Street  
Grand Cayman  
Cayman Islands



**THIS WRIT OF SUMMONS** has been issued against you by the above-named Plaintiff 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 to the Court Office, P.O. Box 495G, George Town, Grand Cayman, 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 2<sup>nd</sup> day of March 2011.

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 Acknowledgment of Service are given with the accompanying form.

## ENDORSEMENT

1. The Plaintiff's claims arise out of or in connection with:
  - a. the Asset Management Agreement between the Plaintiff and Telltop Holdings Ltd. (in Liquidation) ("Telltop") made 16 February 2006 (the "Asset Management Agreement") and the Amendment to the Asset Management Agreement dated 7 July 2008 (the "Amendment Agreement") between the Plaintiff and Telltop, the terms of which included:
    - i. Telltop would sell securities of the Plaintiff and guaranteed a minimal revenue of US\$211,400,000; and
    - ii. Telltop would deposit the amount of US\$220,000,000 in an account (the "Telltop Account") held by Telltop with Dresdner Bank (Switzerland) AG, Zurich (now LGT Bank (Switzerland) AG, Basel, Switzerland: "LGT Bank") to secure Telltop's obligations to the Plaintiff under the Asset Management Agreement (the "Plaintiff's Security Interest");
    - iii. the Asset Management Agreement and the Amendment Agreement would be governed by English law.
  - b. the Facility Agreement between Telltop, the Defendant and Nomura International plc ("Nomura") dated 15 March 2006 (the "Facility Agreement"), the terms of which included:
    - i. the Defendant would loan Telltop the amount of US\$440 million;
    - ii. the Facility Agreement would be governed by English law.
  - c. the purported Assignment Agreement between Telltop and the Defendant made 15 March 2006 (the "Assignment Agreement"), the terms of which included:



- ii. in the alternative, the Cashier's Office Account Balance is to be released by the Cashier's Office of the Superior Court of the Canton of Zurich to the Plaintiff;
  - iii. in the second alternative, the Defendant is to be ordered to issue a statement to the Cashier's Office of the Superior Court of the Canton of Zurich, stating that the Defendant consents to the release to the Plaintiff of the Cashier's Office Account Balance;
- b. Further, a declaration that pursuant to English, alternatively Swiss law, the Plaintiff's Security Interest has priority over and defeats the Defendant's Security Interest and, accordingly, the Plaintiff is solely entitled the Cashier's Office Account Balance;
  - c. Interest pursuant to section 34 of the *Judicature Law (2007 Revision)*, and regulations thereto, or alternatively pursuant to the inherent jurisdiction of the Court, at such rate and for such period as the Court deems fit; alternatively interest or further damages under Swiss or English law;
  - d. Costs; and
  - e. Such further or other relief, including all further necessary or appropriate accounts, inquiries and directions, as this Honourable Court deems fit.

DATED the 2<sup>nd</sup> day of March 2011



**SOLOMON HARRIS**  
**ATTORNEYS-AT-LAW FOR THE**  
**PLAINTIFF**

**THIS WRIT** was issued by **SOLOMON HARRIS** of 3<sup>rd</sup> Floor, FirstCaribbean House, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment 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, P.O. Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment 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 indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 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 indorsed on the Writ, the Defence need not be served until 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 14 days after his Acknowledgment, 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 instalments or otherwise.

**See over for notes for guidance**

**Please complete overleaf**

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 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 authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL 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.

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**AND** **TARQUIN LIMITED** **DEFENDANT**

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**ACKNOWLEDGMENT OF SERVICE OF  
WRIT OF SUMMONS**

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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.

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

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  2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 yes  no

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  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
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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**Please complete 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 the 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.

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

**SOLOMON HARRIS**  
Attorneys-at-law  
3<sup>rd</sup> Floor, FirstCaribbean House  
P.O. Box 1990, KY1-1104  
Cayman Islands  
  
Tel: 345-949-0488  
Fax: 345-949-0364  
Email: [cpowles@solomonharris.com](mailto:cpowles@solomonharris.com)

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