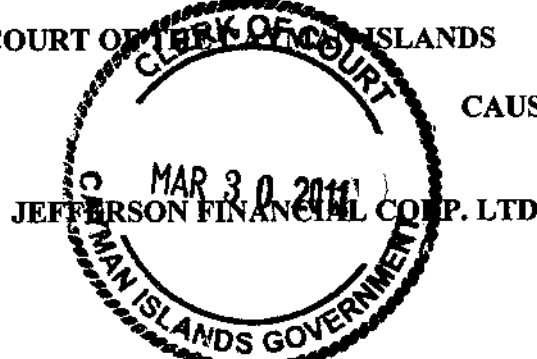


IN THE GRAND COURT OF CAYMAN ISLANDS



CAUSE NO. G0108 OF 2011

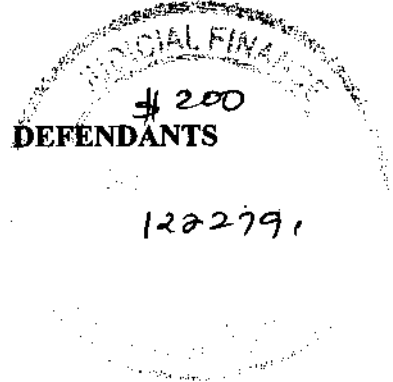
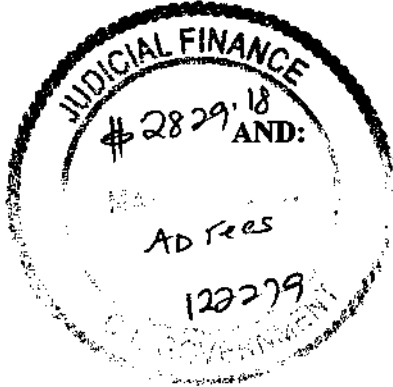
BETWEEN:



JEFFERSON FINANCIAL CORP. LTD

PLAINTIFF

- (1) JOHN D. JEFFERSON JR.
- (2) LANCE JEFFERSON



WRIT OF SUMMONS

TO: John D. Jefferson Jr. of PO Box 30226, Grand Cayman KY1-1201

AND TO: Lance Jefferson of PO Box 30226, Grand Cayman KY1-1201

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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

ISSUED this 30 day of March 2011

NOTE – This Writ may not be served later than 4 calendar 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. The Plaintiff is, and was at all material times a company which carried out, inter alia, a quick service restaurant business trading as "Wendys" at 24 Huldah Avenue, Second Floor, George Town, PO Box 30227, Grand Cayman KY1- 1201 and at various locations elsewhere.
2. The First Defendant was at all material times a director from 17th June 2003 to 3rd June 2008, the managing director, chairman of the board of directors from 12th April 2005 to 3rd June 2008 and an employee of the Plaintiff.
3. Further at all material times the First Defendant had effective control of the Plaintiff.
4. In the period between April 2005 and May 2008 the First Defendant entered into various transactions for the benefit of himself and others. As a result of the transactions set out below the Plaintiff was divested of cash and other assets for no or wholly inadequate consideration.
5. The First Defendant owed the following fiduciary duties to the Plaintiff:
 - (i) A duty as a director to act in good faith in the best interests of the Plaintiff which required him to have regard to the interests of the Plaintiff's creditors in place of its shareholder's interests and to refrain from exposing the Plaintiff's creditors to any unjustified risk of loss.
 - (ii) A duty not to act or to put himself in a position to act in circumstances where his personal interests or duties to others conflicted with his duties as a director of the Plaintiff.
 - (iii) A duty to act within his powers as a director of the Plaintiff and specifically not to exercise those powers for any collateral or improper purpose.
6. The First Defendant also owed the following common law duty to the Plaintiff:
 - (i) A duty to exercise the same care, skill and diligence in the management of the affairs and business of the Plaintiff as a reasonably diligent person would have done having both the general knowledge, skill and experience that may reasonably be expected of a person carrying out the same functions as the First Defendant in relation to the Plaintiff and the general knowledge, skill and experience that the First Defendant in fact had.

7. In directing, procuring or acquiescing in the transactions set out below the First Defendant breached each of the fiduciary duties particularized in paragraph 5 above.
 - (i) The First Defendant failed to act in good faith in the best interests of the Plaintiff and in particular he directed, procured or acquiesced in the transactions set out below.
 - (ii) The First Defendant acted in a way and in circumstances in which there was a conflict between his personal interests and his duties as a director of the Plaintiff.
 - (iii) The First Defendant in all the circumstances and particularized below was required as a director of the Plaintiff not to enter into the transactions and not to benefit from them.
 - (iv) The First Defendant acted in excess of his powers as a director of the Plaintiff insofar as he exercised the power of management including the implied power to utilize the Plaintiff's assets for an improper or collateral purpose and in a way contrary to the interests of the Plaintiff and so outside the scope of his actual authority.
 - (v) As a result of the transactions there was a breach of trust in relation to the Plaintiff by the First Defendant in misapplying the money of the Plaintiff.
8. Further, and in the alternative, as a director of the Plaintiff the First Defendant in directing, procuring or acquiescing in the transactions he breached the duty set out at paragraph 6 above. In particular he:
 - (i) Failed to consider, or adequately consider, the risk of loss the Plaintiff would be exposed to in respect of each of the transactions.
 - (ii) Failed, in all the circumstances, to direct the Plaintiff not to enter into the transactions as a reasonably diligent director in the position of the First Defendant would have done, having both the general knowledge, skill and experience that may reasonably be expected of a person carrying out the same functions as the First Defendant and the knowledge, skill and experience that the First Defendant in fact had.
9. The Plaintiff would not have entered into the transactions set out below had the First Defendant not breached his duties as particularized above. In particular:
 - (i) The Plaintiff would not have authorised the transactions had the First Defendant acted in good faith in the best interests of the

Plaintiff, acted in a way in which his personal interest did not conflict with his duties to the Plaintiff and duly exercised his powers as a director and not for any collateral or improper purpose.

- (ii) A reasonably diligent director in the position of the First Defendant, having his skill and knowledge, would have concluded that the risk of loss to which the Plaintiff was exposed in relation to the transactions was unacceptable and would not have entered into those said transactions.

10. Accordingly the First Defendant is liable to the Plaintiff for the losses suffered as a result of the breaches of duty particularized in paragraphs 6,7 and 8 above in the sum of C\$445,837.38 together with interest as set out below.
11. The Second Defendant, the son of the First Defendant, was at all material times a contracted supplier of goods and services to the Plaintiff.
12. Further to the aforesaid it was, inter alia, part of the First Defendant's duties to ensure the efficient operation of the Plaintiff's premises, personnel and operations. In furtherance to the aforesaid the First Defendant had the authority to initiate, approve and/or charge expenses, fees, costs and payments which were incurred by the Plaintiff to its bank accounts and credit cards and incur debts on behalf of the Plaintiff in furtherance of the pursuit of its business.
13. In and between April 2005 and May 2008 the First Defendant, in breach of his said duty, and without the Plaintiff's informed knowledge or consent, acted in the following improper manner and without the Plaintiff's proper authorisation:
 - (i) caused, carried out, allowed or permitted credit card cash withdrawals, advances and incurred fees which were improperly charged to the Plaintiff.
 - (ii) caused, carried out, allowed or permitted excess salary to be paid to himself or for his benefit or credit.
 - (iii) obtained, permitted or allowed improper cash advances to be debited from the Plaintiff's store located at Seven Mile Beach and/or for the benefit of the First Defendant.
 - (iv) obtained, permitted, caused or allowed unauthorized travel expenses to be improperly charged to the Plaintiff's accounts.
 - (v) obtained, permitted, caused or allowed unauthorized gas charges to be improperly charged to the Plaintiff's accounts.
 - (vi) obtained, permitted, caused or allowed the Plaintiff to be charged for personal unauthorized telephone bills and charges.
 - (vii) improperly obtained, permitted, caused or allowed the Plaintiff to be charged for a variety of goods, services, expenses, purchases and cash and credit card transactions for which the First Defendant obtained a benefit either for himself or for third parties.

- (viii) authorized, ordered, permitted or allowed overpayments to be made to the Second Defendant in respect of contracted goods and services which were supplied to the Plaintiff's store in Savannah and furthermore improperly charged the Plaintiff in respect of unauthorized advertising charges incurred by the Second Defendant.
14. Further, or in the alternative the Second Defendant received overpayments, authorized by the First Defendant, in respect of goods and services which the Plaintiff had contracted to be supplied to the Plaintiff's store in Savannah and obtained payment for unauthorized advertising charges on the First Defendant's instructions.
15. Further or in the alternative the Defendants have received and applied to their own use and benefit the payments received in respect of the said claims.

PARTICULARS IN RESPECT OF FIRST DEFENDANT

a) Credit card advances, fees and other charges in relation to company credit card # 4440 9100 0064 0011	US\$80,769.89 (CI\$66,231.30)
b) Credit card advances, fees and other charges in relation to company credit card # 4440 9100 0470 0019	US\$65,357.04 (CI\$53,592.77)
c) Payments improperly charged to the Plaintiff in respect of the First Defendant's personal credit card # 5429 7872 3347 0008	US\$31,987.80 (CI\$26,229.99)
d) Excess salary paid to the First Defendant	CI\$15,285.26
e) Cash removed from store at Seven Mile Beach	CI\$7,747.20
f) Unauthorised travel charges	CI\$5,560.79
g) Unauthorised gas charges	CI\$11,363.12
h) Unauthorized telephone charges	CI\$8,889.57
i) Various charges incurred including goods, services, expenses, purchases and cash and credit card transactions	CI\$200,969.01
j) Unwarranted overpayments for services provided to the store at Savannah by the Second Defendant and authorized by the First Defendant	CI\$48,509.00
k) Personal advertising costs paid by the Plaintiff for or on behalf of the Second Defendant and authorized by the First Defendant	CI\$2,853.78

TOTAL CI\$445,837.38

**FURTHER AND OR IN THE ALTERNATIVE PARTICULARS IN RESPECT
OF SECOND DEFENDANT**

- | | |
|--|---------------|
| a) Unwarranted overpayments for services provided to the store at Savannah by the Second Defendant and authorized by the First Defendant | CI\$48,509.00 |
| b) Personal advertising costs paid by the Plaintiff for or on behalf of the Second Defendant | CI\$2,853.78 |

TOTAL CI\$51,362.78

A detailed Schedule will be relied upon at trial.

16. By reason of the aforesaid facts and matters the Plaintiff claims the said total sum of CI\$445,837.38 as money had and received by the Defendants to the Plaintiff's use.
17. Further the Plaintiff is entitled to and claims interest on the sum of CI\$445,837.38 owing pursuant to section 34(1) of the Judicature Law (2004 Revision) at the rate of 3% per annum from 1st April 2005 to 31st July 2006 in the sum of CI\$4,458.37 and at the rate of 7.25% from 1st August 2006 to 31st October 2010 in the sum of CI\$129,289.00 and at the rate of 2.375% from 1st November 2010 to date in the sum of CI\$4,455.00 and sections 4 and/or 5 of the Judgments Debts (Rates of Interest) Rules 2010 (as amended from time to time) or under the equitable jurisdiction of the Court on the amount due and at such rate and for such period as the Court shall think fit.
18. Further, the Plaintiff is entitled to and hereby claims interest on the said sum of CI\$445,837.38 at the rate of 2.375% from 1st November 2010 until judgment or sooner payment at the rate of CI\$29.00 per diem.

AND THE PLAINTIFF CLAIMS AGAINST THE FIRST DEFENDANT:

1. A declaration that the advances made and the transactions referred to in paragraph 15 above were made as a result of a breach or breaches by the First Defendant of the fiduciary and common law duties he owed to the Plaintiff.
2. Damages.
3. Payment of the said principal sum of CI\$445,837.38.
4. Interest to date pursuant to section 34(1) of the Judicature Law (2004 Revision) in the total sum of CI\$138,202.37 and continuing from the date hereof at the rate of CI\$29.00 per diem, being 2.375% per annum.

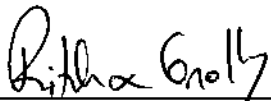
5. Or interest pursuant to the equitable jurisdiction of the court on the amount due at such rate and for such period as the Court shall think fit.
6. Continuing interest at the rate of 2.375% per annum, being CI\$29.00 per diem.
7. Costs.
8. Further or other relief.

AND FURTHER OR IN THE ALTERNATIVE THE PLAINTIFF CLAIMS AGAINST THE SECOND DEFENDANT:

1. Payment of the said principal sum of CI\$51,362.78.
2. Interest to date pursuant to section 34(1) of the Judicature Law (2004 Revision) in the total sum of CI\$18,689.00 and continuing from the date hereof at the rate of CI\$3.32 per diem
3. Or interest pursuant to the equitable jurisdiction of the court on the amount due at such rate and for such period as the Court shall think fit.
4. Continuing interest at the rate of 2.375% at CI\$3.32 per diem.
5. Costs.
6. Further or other relief.

If, within the time limited for acknowledging service of these proceedings, the First Defendant pays to the Plaintiff's attorneys the amount claimed of CI\$445,837.38 and CI\$138,202.37 for interest, together with fixed costs of CI\$500.00 and court fees of CI\$2,829.18 and further or in the alternative the Second Defendant pays to the Plaintiff's attorneys the amount claimed of CI\$51,362.78 and CI\$18,689.00 for interest further proceedings will be stayed.

Dated the 30 day of March 2011



RITCH & CONOLLY
Attorneys at Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The First Defendant of PO Box 30226, Grand Cayman KY1-1201
c/o his attorneys Stuarts Walker Hersant, 4th Floor, Cayman Financial
Centre, 36A Dr. Roy's Drive, Grand Cayman KY1-1104, Cayman
Islands

AND TO: The Second Defendant of PO Box 30226, Grand Cayman KY1-1201
c/o his attorneys Samson & McGrath, 5th Floor, Genesis Building,
Genesis Close, P.O. Box 446, Grand Cayman KY1-1106, Cayman
Islands

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 108 OF 2011

BETWEEN:

JEFFERSON FINANCIAL CORP. LTD

PLAINTIFF

AND:

(1)JOHN D. JEFFERSON JR.
(2)LANCE JEFFERSON

DEFENDANTS

ACKNOWLEDGEMENT 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).....

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.

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

Ritch & Conolly
PO Box 1994
Queensgate House
113 South Church Street
Grand Cayman KY1-1104

Ref: MB/11375

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

**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 495, Grand Cayman KY1-1106.

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 endorsed 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.