

IN THE GRAND COURT OF THE CAYMAN ISLANDS

G0335

CAUSE NO. OF 2011

BETWEEN:



CAYMAN NATIONAL BANK LTD

PLAINTIFF

AND

LOIS CUPID-MENESES

DEFENDANT



WRIT OF SUMMONS

TO: Lois Cupid-Meneses of PO Box 591, Grand Cayman KY1-1107

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 23rd day of August 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 a Bank carrying on business at 200 Elgin Avenue, PO Box 1097, Grand Cayman KY1-1102 and elsewhere and the Defendant has, and at all material times has been, a customer of the Plaintiff.
2. The Defendant is currently indebted to the Plaintiff in respect of her Loan Account #014-08340 in the principal sum of CI\$69,514.23, together with interest of CI\$8.09 which continues to accrue at this amount on a daily basis until payment.
3. Interest continues to accrue on the Defendant's Loan Account at the annual rate of 4.25%, a daily rate of CI\$8.09, pursuant to the Plaintiff's standard banking terms and conditions, from 23rd August 2011.
4. In or about June 2011 there was default in payment to the Plaintiff and since that date payments have not been made in the full amount due.
5. Despite a written demand made to the Defendant by the Plaintiff's attorneys demanding payment of the arrears outstanding no payments have been made.
6. The Defendant is therefore indebted to the Plaintiff in respect of the debt in the principal sum of CI\$69,514.23 and interest of CI\$8.09.
7. Interest on the above principal sum continues to accrue until payment at 4.25% per annum, a daily sum of CI\$8.09.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANT:

1. Payment of the principal sum of CI\$69,514.23 together with interest on this sum as set out at above in the sum of CI\$8.09 and continuing from the date hereof at the daily rate of CI\$8.09 being 4.25% per annum.
2. Fixed costs of CI\$500.00 together with the prescribed court fees of CI\$995.14, alternatively costs to be assessed.
3. Further or other relief.

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.

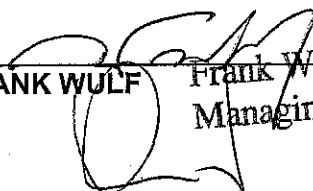


3. We are advised by Clifford Chance that the Applicant's beneficial entitlement to the Share arises pursuant to an equitable share mortgage in respect of the Share made in favour of the Applicant by DCF 6 on 25 August 2011 (the "Mortgage"). Now produced and shown to us marked "FWNH1" is a true copy of the Mortgage which is exhibited to this affidavit.

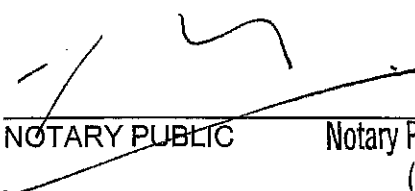
4. We are advised by Clifford Chance that the Applicant was granted the Mortgage as security for a loan to the Company. The loan was separately documented in a facility agreement made between Dubai Aerospace Enterprise (DAE) Ltd, (acting through its division, DAE Capital) as borrower agent, the Company, Deutsche Bank AG, London Branch as agent, the Applicant as security trustee, Deutsche Bank AG, London Branch and the Applicant as mandated lead arrangers and the financial institutions named therein as lenders on 25 August 2011.

5. We are advised by Clifford Chance that in accordance with Order 50, rule 11(3), the address for service of a notice under Order 50, rule 12 is care of Walkers, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001, Cayman Islands (reference AJH/RMM/D2617-107780).

SWORN at London)
England)
on the 20th day of September 2011)
before me _____)
_____)


FRANK WULF Frank Wulf
Managing Director

NICO HINTZE
Nico Hintze
Vice President


NOTARY PUBLIC Notary Public London, England
(Nigel P. Ready)

This Affidavit is filed by Walkers, Attorneys at Law, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9001, Cayman Islands, for the Applicant whose address for service is care of its said Attorneys at Law.