

IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

0142

CAUSE NO FSD: OF 2012

BETWEEN:

WORLD FOOD INTERNATIONAL LIMITED

Plaintiff



-AND-

- (1)WORLD FOOD PROCESSING LLC**
- (2)FTE GENETICS, INC.**
- (3)GERALD LORENZEN**
- (4)WORLD FOOD ST. PAUL**
- (5)WORLD FOOD HOLDINGS INC.**



Defendants

WRIT OF SUMMONS



To: World Food Processing LLC - 4301 World Food Drive, Oskaloosa, Iowa 52577 USA;
 Gerald Lorenzen – 502 N Harrison St, Fremont Oskaloosa, Iowa, 52561, USA;
 FTE Genetics, Inc – 2707 So. 33rd Street, Oskaloosa, Iowa 52577 USA;
 World Food St. Paul – 4620 284th St. East, Randolph, Minnesota 55065 USA;
 World Food Holdings Inc. – 4301 World Food Drive, Oskaloosa, Iowa 52577 USA.

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 Fourteen days (14) after the Service of this Writ upon 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the Proceedings, the Plaintiffs may proceed with the Action and Judgment may be entered against you forthwith without further notice.

Issued this day of October 2012.

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.

GENERAL INDORSEMENT

The Plaintiff and the Defendants entered into a series of agreements to facilitate the development, distribution and sale of agricultural products and other related matters. The Plaintiff was induced into entering into the agreements as a result of misrepresentations put forward by the Second Defendant and/or the First and Third Defendant. Further or alternatively, the First, Second and Third Defendants breached the agreements. As a result of the forgoing the Plaintiff suffered loss and damage in excess of US\$ 5 Million dollars.

The Plaintiff Claims:

1. Against the First, Second and Third Defendants:

- 1.1 Damages for misrepresentation;
- 1.2 Damages for breach of contract;

2. Against the First, Second and Fourth Defendant:

- 2.1 Order that the Defendants do account for the US\$ 1,180,000 received by the First and/or Fourth Defendant (the "Funds") and return the funds to the Plaintiff;

3. Against the Third Defendant:

- 3.1 Damages and/or compensation for breach of fiduciary and/or related and or/similar duties owed to the Plaintiff;
- 3.2 Declarations that the Third Defendant has, in breach of his fiduciary and/or related and/or similar duties to the Plaintiff, received and/or misappropriated sums or property belonging to the Plaintiff and has paid or transferred (or caused the First Defendant to pay or transfer) such sums or property to or for the benefit of the Second, Fourth, and/or Fifth Defendants, in all of which, or with whom, the First Defendant has a direct or indirect beneficial interest;
- 3.3 A Declaration that the Third Defendant has been unjustly enriched at the expense of the Plaintiffs and an order that he restores to the Plaintiff the value of the sums or property he has, in breach of his fiduciary and/or related and/or similar duties to the Plaintiff, receive or misappropriated and/or has transferred to or for the benefit of the Second, Fourth and/or Fifth Defendants;

4. Against the Second, Fourth and Fifth Defendants:


- 4.1 Declarations that the Defendants have received sums or property belonging to the Plaintiff (knowingly that they were paid or transferred by the First Defendant at the instruction of
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the Third Defendant in breaches of fiduciary or related or similar duties to the Plaintiff) and that such sums or property are subject to a trust in favour of the Plaintiff.

- 4.2 Orders that the Defendants do account for such sums or property or do pay and make restitution of such sums or property paid or transferred to them or for their respective benefit, or the proceeds of such sums or property, to the Plaintiff;
- 4.3 Declarations that the Plaintiff is entitled to trace its respective property (in law and / or in equity) into the hands of the Defendants and that these Defendants do repay and/ or make restitution of such property to the Plaintiff;
- 4.4 Restitution of property of the Plaintiff paid or transferred by the First Defendant and/or the Third Defendant to or for the benefit of each of the Second, Fourth and Fifth Defendants resulting from the breaches of fiduciary duty or related or similar duties and / or for no consideration;
- 4.5 Declarations that each of the Second, Fourth and Fifth Defendants have been unjustly enriched at the expense of the Plaintiff and that each such Defendant restore to the Plaintiff the value of the sums;

5. Against all of the Defendants:

- 5.1 Interest
- 5.2 Further or other relief;
- 5.3 Costs.


Broadhurst LLC
Attorneys for the Plaintiff

**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.

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Plaintiff

-AND-

- (1)WORLD FOOD PROCESSING LLC**
- (2)FTE GENETICS, INC.**
- (3)GERALD LORENZEN**
- (4)WORLD FOOD ST. PAUL**
- (5)WORLD FOOD HOLDINGS INC.**

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.

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

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

Yes [] No []

4. 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 []

Service of the Writ is acknowledged accordingly

(Signed) _____
[Attorney] for
[Defendant in Person]
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.

BROADHURST LLC
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BRITISH WEST INDIES

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]