

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

IMPORTANT

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.

Issued this 19th day of September 2013.

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.

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

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.

TO: Bond Group International Limited
Maples Corporate Services Limited
PO Box 309
Ugland House, South Church Street
George Town
Grand Cayman KY1-1104
Cayman Islands



AND: BOND GROUP INTERNATIONAL LIMITED
BETWEEN: BUNGE S.A. 19 2013
CAUSE NO: 320 OF 2013
PLAINTIFF
DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a leading agriculture and food company with integrated operations in 40 countries globally.

2. The Defendant is a Cayman Islands company.

3. The Plaintiff entered into an Export Prepayment Finance Agreement dated 18 September 2012 ("the EPFA") under the terms of which, a loan facility ("the Facility") of US\$7.5m was made available by the Plaintiff to Iracema Industria e Comercio de Castanhas de Cajú Ltda (the "Borrower"), a company incorporated in Brazil, for the purposes of acquiring, storing and processing raw cashew nuts and subsequently exporting the processed cashew nuts.

4. The Facility was guaranteed by the Defendant by a guarantee executed on 3 October 2012 ("the Guarantee").

5. The Borrower has failed to make repayment of the amounts drawn down under the Facility, and the sum of US\$3,567,123.53 is outstanding. Accordingly, on 16 August 2013, a demand was sent to the Defendant giving ten days for payment to be made under the terms of the Guarantee.

6. Despite demand, no payments have been received from the Defendant.

7. As at 19 September 2013, the amount due under the Loan and therefore the Guarantee totalled US\$3,567,123.53, with interest of US\$187,823.53, with interest accruing at a daily rate of US\$1,190.68.

8. The Plaintiff is entitled to and claims interest on the amount due under the Guarantee.

STATEMENT REGARDING INTEREST

8.1. It was a provision of the EPFA that interest would accrue on the amounts drawn down under the Facility.

8.2. The agreed rate of interest in respect of the Facility was:

8.2.1 12% per annum "Interest Rate" on the drawn principal amount under the EPFA;

19 September 2013

CAMPBELLS

Campbells

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$3,567,123.53 plus interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

- 4. Such further and/or other relief as this Honourable Court deems appropriate.
- 3. Costs; and
- 2. Interest to 19 September 2013 on the Loan totalling US\$187,823.53, and accruing thereafter at the daily rate of US\$1,190.68 until payment;
- 1. The sum of US\$3,567,123.53;

AND THE PLAINTIFF claims:

- 8.4. The total amount of interest claimed to date under the Facility is US\$187,823.53. The amount of interest accruing due each day thereafter is US\$1,190.68.
- 8.3. Interest was payable from the date the Facility was made available, being 5 October 2012.

EPFA.

- 8.2.3 3% per annum, on the undrawn balance of the Facility Amount available under the EPFA; and
- 8.2.2 an additional 2% per annum "Default interest Rate" on any amounts not paid when due

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

OF 2013

BETWEEN:

BUNGE S.A.

PLAINTIFF

AND:

BOND GROUP INTERNATIONAL LIMITED

DEFENDANT

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).....
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.

Campbells
Floor 4, Willow House
PO Box 884
George Town
Grand Cayman KY1-1103
(Ref: JRM/114344-21048)

Indorsement 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 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.