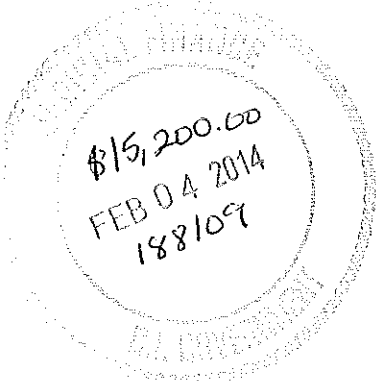
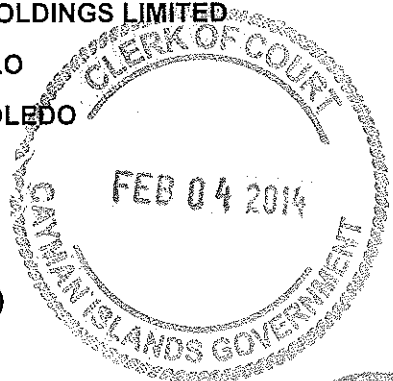


BETWEEN:



- (1) ARNAGE HOLDINGS LTD
- (2) BROOKLANDS HOLDINGS LTD
- (3) EAST FARTHING HOLDINGS LIMITED
- (4) MS. KATIA RABELLO
- (5) MR. FERNANDO TOLEDO

v.

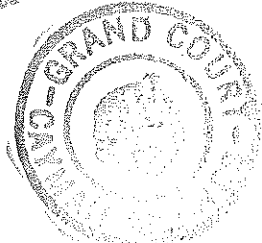


Plaintiffs

WALKERS (A FIRM)

Defendant

WRIT OF SUMMONS



TO: Walkers (A Firm)
 190 Elgin Avenue
 George Town
 Grand Cayman, KY1-9001
 Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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, PO Box 495GT, 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 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 4th day of February 2014

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 ENDORSEMENT

1. Between 1985 and 2010 and pursuant to a general and/or series of specific retainers (the “**Retainers**”) the Plaintiffs engaged the Defendant to act as their Cayman Islands Attorneys. The Retainers created an attorney-client relationship and a fiduciary relationship between each of the Plaintiffs and the Defendant.
2. Pursuant to the Retainers, the Plaintiffs were clients of the Defendant and as a consequence the Defendant owed and/or continues to owe each of the Plaintiffs contractual and/or fiduciary duties and/or duties of care. The Plaintiffs were also all owed duties independent of contract (namely fiduciary duties and duties of care) together with duties of confidentiality and professional obligations which were breached by the Defendant.
3. In breach of the Defendant’s afore-mentioned duties, the Defendant:-
 - (i) failed to carry out conflict of interest searches and procedures adequately or at all before agreeing to act for a new client with interests directly adverse to the Plaintiffs at a time when it was continuing to act for the Third to Fifth Plaintiffs in related matters and/or at a time when it owed the Plaintiffs continuing duties of care and/or fiduciary duties;
 - (ii) accepted instructions from a new client whose interests were directly adverse to the third, fourth and fifth Plaintiffs as existing clients of the Defendant and/or as persons to whom fiduciary and/or duties of care were owed and to the first and second Plaintiffs as former clients of the Defendant and/or as persons to whom fiduciary and/or duties of care were owed in relation to related matters where it had been expressly retained to protect the Plaintiffs’ interests;

- (iii) accepted instructions from a new client for whom the Defendant could not act without breaching their ongoing and/or residual contractual and/or tortious and/or fiduciary duties owed to the Plaintiffs;
- (iv) sought and obtained orders for "Bankers Trust" disclosure relief which were premature, unjustified on the evidence and impermissibly wide. To further compound such breaches, such actions took place at the same time as the Defendant was actively retained by the third to fifth Plaintiffs to prevent disclosure of such information and documentation and in circumstances when it owed continuing fiduciary and common law duties to the Plaintiffs;
- (v) continued to act upon receipt of disclosure, including documents over which the Defendant owed a continuing duty of confidentiality to the Plaintiffs and from which, on their face, it was clear that the Defendant had acted for the Plaintiffs in such matters and/or owed them continuing fiduciary and/or common law duties, despite being in a position of irreconcilable conflict of interest as a consequence of acting for a new client in a manner directly adverse to the Plaintiffs' interests;
- (vi) failed to protect and preserve confidential information and documentation belonging to the Plaintiffs, instead handing it over to the new client with interests directly adverse to the Plaintiffs;
- (vii) brought about the disclosure of confidential documentation belonging to the Plaintiffs to the new client with adverse interests to the Plaintiffs, including confidential information that it was simultaneously expressly engaged to protect from disclosure and in respect of which it owed continuing fiduciary and/or tortious duties;
- (viii) facilitated and enabled the inappropriate disclosure of assets belonging to the Plaintiffs to a new client with adverse interests to the Plaintiffs;
- (ix) having improperly commenced acting for a new client, failing to inform the Plaintiffs of all information received from the new client relating to the Plaintiffs' affairs and/or the new client's intentions to seek to obtain confidential documentation and information relating to the Plaintiffs so as to enable the Plaintiffs to take pre-emptive and/or contemporaneous steps to prevent disclosure of the same; and
- (x) failed to comply with its professional conduct obligations.

4. The Defendant's breaches of contractual and/or fiduciary and/or tortious duty resulted in the wrongful disclosure of confidential documents and information belonging and/or relating to the Plaintiffs to the Defendant's new client, such disclosure and information then being wrongfully utilised in, *inter alia*, proceedings before the Brazilian, United States, British Virgin Islands and

Belize Courts as well as by the Brazilian Central Bank and the Brazilian press, thereby causing the Plaintiffs catastrophic loss and damage.

The Plaintiffs claim:

- (i) Aggravated and exemplary damages;
- (ii) Damages and / or equitable compensation for breach of fiduciary duty;
- (iii) Damages for breach of contract including damages for repudiatory breach of contract;
- (iv) Damages for breach of duty of care;
- (v) Damages for breach of confidentiality;
- (vi) Damages for harm to the Fourth and Fifth Plaintiff's reputation and standing and future career prospects in Brazil and elsewhere;
- (vii) Further or alternatively, an account of profits made by the Defendant as a result of the Defendant's aforesaid breaches of duty;
- (viii) Interest pursuant to section 34(1) of the Judicature Law (2007 Revision) or alternatively pursuant to the equitable jurisdiction of the Court;
- (ix) Costs on an Indemnity Basis; and
- (x) Such other relief as the Court deems fit.



STUARTS WALKER HERSANT
Attorneys-at-Law for the Plaintiffs

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN:

- (1) ARNAGE HOLDINGS LTD
- (2) BROOKLANDS HOLDINGS LTD
- (3) EAST FARTHING HOLDINGS LIMITED
- (4) MS. KATIA RABELLO
- (5) MR. FERNANDO TOLEDO

Plaintiffs

V.

WALKERS (A FIRM)

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 of Summons is acknowledged accordingly

(Signed) _____
Attorney for

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her should be sent. In the case of a limited company "residence" means its registered or principal office.

Indorsement by Plaintiffs' Attorney (or by Plaintiff if suing in person) of his/her name, address and reference, if any, in the box below.

STUARTS WALKER HERSANT

Attorneys-at-Law

4th Floor, Cayman Financial Centre

36A Dr. Roy's Drive

P.O. Box 2510 GT

George Town

Grand Cayman, KY1-1104

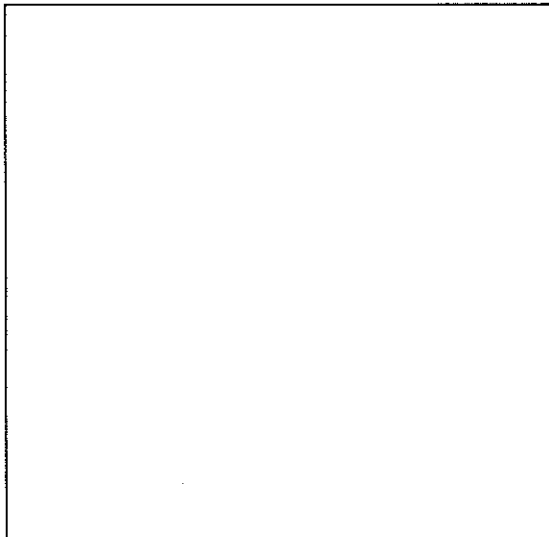
Cayman Islands

Tel: 345 949 3344

Fax: 345 949 2888

Ref: 5416

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.



DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO Box 495, 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 installments or otherwise.

See over for Notes of Guidance

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 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/her.
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 step in the proceedings without an Attorney acting on his 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.