

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO.

G10112

OF 2015

BETWEEN:

ENERGY INTERNATIONAL INVESTMENTS HOLDINGS LIMITED 1st Plaintiff

(formerly known as XIAN YUEN TITANIUM RESOURCES HOLDINGS LIMITED)

CHEERFUL DRAGON LIMITED 2nd Plaintiff

-and-

CHINA INTERNATIONAL ENERGY INVESTMENTS (HONG KONG) LIMITED (BVI) 1st Defendant

CHINA INTERNATIONAL ENERGY INVESTMENTS (HONG KONG) LIMITED (Hong Kong) 2nd Defendant

CHINA ERA ENERGY POWER INVESTMENT LIMITED 3rd Defendant

GREATER FINANCE LIMITED 4th Defendant

LI WEIJUN 5th Defendant

WANG GUOJU 6th Defendant

WANG HANNING 7th Defendant

GIANT CRYSTAL LIMITED 8th Defendant

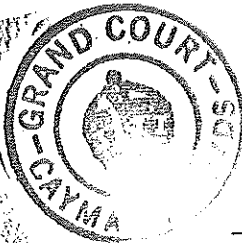
WRIT OF SUMMONS

TO: **China International Energy Investments (Hong Kong) Limited (BVI)**
P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, BVI

China International Energy Investments (Hong Kong) Limited (HK)
Rooms 1505-6, 15 Floor, The Center, 99 Queen's Road Central, Hong Kong

China Era Energy Power Investment Limited
Rooms 1505-6, 15 Floor, The Center, 99 Queen's Road Central, Hong Kong

Greater Finance Limited
(1) P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, BVI
(2) Rooms 1505-6, 15 Floor, The Center, 99 Queen's Road Central, Hong Kong



Li Weijun

- (1) Unit 1204, Block A, Building No.1, Genertime International Center, Jia 3
Yongandongli, Jianguomenwai Avenue, Chaoyang District Beijing 100022, PRC
- (2) Rooms 1505-6, 15 Floor, The Center, 99 Queen's Road Central, Hong Kong

Wang Guoju

- (1) Room 301, 3/f, 6-15, Jinan Road, Dinging Region, Dongying City, Shandong
Province, PRC
- (2) 605 Jiahaiyuan, Huao Centre, No. 31 Zizhuyuan, Haidian District, Beijing, PRC
- (3) First Detention Centre of Yichang City, Hubei Province, PRC.

Wang Hanning

- (1) Room 301, 3/f, 6-15 Jinan Road, Dinging Region, Dongying City, Shandong
Province, PRC
- (2) A-7A, Shi Mao Gong Yu, Guang Hua Road, Chaoyang Region, Beijing City,
PRC.

Giant Crystal Limited

P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, BVI

THIS WRIT OF SUMMONS has been issued against you by the above-named 1st Plaintiff and the 2nd Plaintiff in respect of the claim set out in the following pages.

Within 28 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, P.O. 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 1st Plaintiff and the 2nd Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 2nd day of July 2015.

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.

CONCISE STATEMENT OF CLAIM

Statement of claim in full to follow:-

1. Energy International Investments Holdings Limited (the “1st Plaintiff” and/or “Company”) is, and was at all material times, a limited liability company incorporated and domiciled in the Cayman Islands. The registered office of the Company is Century Yard, Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands, British West Indies and its principal place of business is Unit 1508, 15th Floor, The Center, 99 Queen’s Road Central, Hong Kong. The Company’s shares are listed on The Stock Exchange of Hong Kong Limited (the “HKex”). The principal activities of the Company and its subsidiaries include: the supply of electricity and heating; and oil production.
2. Cheerful Dragon Limited (the “2nd Plaintiff”), a wholly-owned subsidiary of the 1st Plaintiff, is and was at all material times a company incorporated in the British Virgin Islands (“BVI”). Its registered office is located at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and its principal place of business is at Room 1505-6, 15/F, The Centre, 99 Queen’s Road Central, Hong Kong.
3. The 1st Defendant, China International Energy Investments (Hong Kong) Limited formerly known as Strong Luck Investments Limited (“CIEI BVI”) is and was at all material times a company incorporated in the BVI on 2 January 2009. Its registered office is located at P.O. Box 957, Road Town, Tortola, British Virgin Islands and its principal place of business is at Room 1505-6, 15/F, The Centre, 99 Queen’s Road Central, Hong Kong.
4. The principal activity of CIEI BVI is investment holding in particular the 2nd Defendant, China International Energy Investments (Hong Kong) Limited, formerly known as Kamex Holdings Limited (the “First Hong Kong Subsidiary” or “CIEI HK”). CIEI HK was incorporated in Hong Kong on 14 May 2009. Its registered office and principal place of business is located at Room 1505-6, 15/F, The Centre, 99 Queen’s Road Central, Hong Kong.
5. The principal activity of CIEI HK is investment holding in particular the 3rd Defendant China Era Energy Power Investment Limited (the “Second Hong Kong Subsidiary” or

“China Era”). China Era was incorporated in Hong Kong on 27 June 2005 and its ultimate holding company along with CIEI HK and CIEI BVI is the 4th Defendant, Greater Finance Limited, a company incorporated in the BVI (“**Greater Finance**” or the “**Vendor**”).

6. Greater Finance is and was at all material times legally, beneficially and wholly owned by Mr Li Weijun, a citizen of the People’s Republic of China (“**PRC**”) and the 5th Defendant and the warrantor under the Acquisition Agreement.
7. The 6th Defendant, Mr Wang Guoju (“**Wang Sr.**”), a citizen of the PRC, was at all material times in control of CIEI HK and China Era and the father of the 7th Defendant, Wang Hanning (formerly known as Wang Lie) (“**Wang Jr.**”), who was also at all material times a director of 1st, 2nd and 3rd Defendants.
8. The 8th Defendant, Giant Crystal Limited (“**Giant Crystal**”) is a company incorporated in the BVI on 25 November 2010. Giant Crystal is and was at all material times Greater Finance’s nominee for the consideration under the Acquisition Agreement.
9. China National Petroleum Corporation (“**CNPC**”) is a PRC state-owned oil and gas corporation.
10. On 13 August 2007, China Era and CNPC entered into a cooperation contract for the drilling, exploration, exploitation and production of oil and/or natural gas at a site located at the Liangjing Block of Songliao Basin of the PRC (the “**Petroleum Agreement or Cooperation Contract**”). Pursuant to the Petroleum Agreement, China Era agreed to provide funds and apply its appropriate and advanced technology (including, but not limited to, the advanced well-drilling technique which is practiced and adopted in foreign oil fields and which may substantially increase the production capacity of the wells, the advanced geological analysis practice and advanced managerial practices as adopted by foreign oil fields) and managerial experience to cooperate with CNPC for the development and production of petroleum resources within the relevant contract area. The maximum term of the Cooperation Contract is 30 years from the date of commencement of implementation of the Cooperation Contract, i.e. 1 December 2007, unless extended due to the production period.

The Acquisition Agreement

11. On 25 September 2009 the 2nd Plaintiff, as purchaser, and the 1st Plaintiff as warrantor of the purchaser entered into an acquisition agreement with the 4th Defendant as vendor and the 5th Defendant as warrantor of the vendor, for the purchase of the entire issued share capital of the 1st Defendant at an aggregate consideration of HK\$1,500 million (subject to adjustment) (the “**Principal Agreement**”). The Principal Agreement was supplemented by two further agreements on 15 and 21 October 2009 (the “**Supplemental Agreements**” and collectively with the Principal Agreement known as the “**Acquisition Agreement**”).

12. The aggregate consideration of HK\$1,500 million was to be satisfied in summary by fulfilment of the following relevant conditions:
 - (1) in cash by way of a cheque to be issued by the 1st Plaintiff or the 2nd Plaintiff (a) to the 4th Defendant (or its nominee) of the Tranche 1 Deposit of HK\$20 million; and (b) to the 3rd Defendant of the Tranche 2 Deposit of HK\$130 million under the instruction of the 4th Defendant;
 - (2) at Completion
 - (a) the issuance and delivery by the 2nd Plaintiff of a promissory note in the amount of HK\$50 million to the 4th Defendant (or such person(s) as nominated by the Vendor) (the “**Promissory Notes**”); and
 - (b) by the 1st Plaintiff’s allotment and issuance to the 4th Defendant (or its nominee(s)) fully paid shares in the 1st Plaintiff to the value of HK\$246,240,000 (the “**Consideration Shares**”); and
 - (c) the 1st Plaintiff’s issuance to the 4th Defendant (or its nominee(s)) of two bonds each in the amount of HK\$526,880,000 (the “**Tranche 1 Bonds**” and “**Tranche 2 Bonds**”). Each of the Tranche 1 and 2 Bonds were convertible into paid up shares in the 1st Plaintiff (the “**Conversion Shares**”).

13. On 6 November 2009, the 1st Plaintiff paid a sum of HK\$20 million to the 4th Defendant and a sum of HK\$130 million to the 3rd Defendant under the instruction of the 4th Defendant representing the payment of the Tranche 1 Deposit and Tranche 2 Deposit.

14. On 31 December 2010 the 4th Defendant nominated the 8th Defendant on its behalf to take and/or receive the Promissory Notes, Consideration Shares and Tranche 1 and Tranche 2 Bonds.
15. On the same day completion of the Acquisition Agreement took place and the 1st Plaintiff issued the Promissory Note, Consideration Shares and the Tranche 1 Bonds in accordance with the terms of the Acquisition Agreement to the 8th Defendant.
16. On 23 September 2014 the 1st Plaintiff announced that all of the conditions precedent set out in the Acquisition Agreement had been fulfilled and accordingly it issued the Tranche 2 Bonds to the 8th Defendant.
17. Accordingly as a result of the foregoing, the 8th Defendant converted the Tranche 1 and Tranche 2 Bond in part into shares (“the **Converted Shares**”)
18. As of the date on the 1st Plaintiff’s record, the 8th Defendant has a shareholder holding of 584,800,000 shares representing approximately 24.85% of the total issued share capital in the 1st Plaintiff.
19. The 1st Plaintiff along with the 2nd Plaintiff entered into the Acquisition Agreement in reliance of certain express representations, and/or warranties, and or undertakings contained within Schedule 4 to the Acquisition Agreement (the “**Vendor Warranties**”) given by the 4th and 5th Defendants on behalf of all Group Companies which expressly included the 1st to 3rd Defendants. It is further averred that the 1st to 3rd Defendants were reliant upon the 6th and 7th Defendants for the Vendor Warranties as directors, *inter alia*, of the 3rd Defendant at all material times.
20. The Vendor Warranties, *inter alia*, that:-
 - (1) the Group Companies and [their] directors had complied with all relevant and applicable legislation and obtained and complied with all necessary licenses, consents to carry on business whether in the country, territory or state in which it is incorporated or elsewhere, including applicable legislation relating to companies and securities, real property, taxation and prevention of corruption and have complied with all applicable legal requirement in relation to any transactions to which it is or has been a party prior to Completion;

- (2) Each of the Major Contracts (of which the Petroleum Agreement was one) is legally valid, binding and enforceable on the parties thereto ... and that neither the 4th Defendant nor the 5th Defendant are aware of any breach or event that will or is likely to result in the breach of any of the Major Contracts;
- (3) Each of the Group Companies has conducted its business in accordance with all applicable laws and regulations of the PRC ... and that the 4th and 5th Defendants know of no reason why any of the licenses, consents, Permits and authorities obtained to carry on its business (including the Petroleum Agreement) should be suspended, cancelled or revoked;
- (4) No member of the Group has committed any breach of any statutory provision, order, bye-law or regulation binding upon it.

21. Further or alternatively the 1st Plaintiff along with the 2nd Plaintiff (its wholly owned subsidiary) relied upon implied representations, given by the 1st to 7th Defendants jointly and severally, *inter alia*, that in particular the 3rd Defendant had complied, at all material times, with the terms and conditions of all licenses and approvals under the Petroleum Agreement and that all business carried out by the Group or Group Companies (as defined by the Acquisition Agreement) was in compliance with all applicable legislation, rules and regulations of the PRC (the “**Representations**”).

22. It is averred that each of the Vendor Warranties and/or Representations were false and misleading, in that the 1st to 7th Defendants knew that the same were false and/or misleading, or they were reckless, not caring whether the same were true or false and/or misleading and knowing that the 1st Plaintiff and the 2nd Plaintiff entered into the Acquisition Agreement in reliance thereon.

23. By a Statement of Charge in the PRC [Ref: E Yi Shi Ba Qu Jian Xing Su (2015) No. 5] dated 15 May 2015 (the “**Charge Sheet**”), both the 6th and 7th Defendants have been arrested and face criminal prosecution and imminent trial relating to, *inter alia*, being illegally engaged in petroleum mining activities in Songliao Basin of the PRC (“**The Illegal Operation**”). The Illegal Operation:

- (1) relates to the Petroleum Agreement;
- (2) alleges that the 6th Defendant, for and on behalf of the 3rd Defendant, breached state regulations by falsely procuring CNPC to enter into the Petroleum

Agreement with 3rd Defendant by representing, *inter alia*, that it had the necessary capacity and qualifications to enter into the Petroleum Agreement including by use of false supporting documentation;

(3) will, if proven (which is likely given that the investigation is complete and the matter is proceeding to trial), lead to the voiding of the Petroleum Agreement and the imprisonment of the 6th Defendant.

24. By reason of the aforementioned matters it is averred that the Petroleum Agreement was unlawful, illegal and of no legal effect. The 1st Plaintiff and the 2nd Plaintiff reserve the right to plead further on the matters stated above at paragraph 21 in respect of any other claims arising from the verdict on the Charge Sheet.
25. Further and in the alternative by reason of the above pleaded matters, the Defendants and each of them wrongfully conspired and combined together to defraud the 1st Plaintiff and/or the 2nd Plaintiff to (a) pay to the 4th Defendant HK\$20million as Tranche 1 Deposit and to the 3rd Defendant under the instruction of the 4th Defendant HK\$130 million as Tranche 2 Deposit; (b) issue to the 8th Defendant the Promissory Notes, Consideration Shares, Tranche 1 Bond, Tranche 2 Bond and Converted Shares on the basis of false and/or misleading information and/or unlawfully procured the conversion by the 8th Defendant of the Tranche 1 Bonds and Tranche 2 Bonds and subsequent issuance of 584,800,000 shares representing approximately 24.85% of the total issued share capital in the 1st Plaintiff to the 8th Defendant.
26. In the premises, the 2nd Plaintiff as purchaser under the Acquisition Agreement has served Notice of Rescission on the 1st, 4th and 5th Defendants in accordance with the provisions of the Acquisition Agreement on the basis that the 1st Plaintiff has become aware that on or prior to completion: a) the Warranties given were untrue, incorrect and/or unfulfilled and/or (b) a materially adverse change (or Effect) had occurred, the consequence of which was to materially and adversely affect the financial position, business or property, results or operations, business prospects or assets of the 1st Defendant and its subsidiaries.
27. In the premises, (a) the 4th Defendant has been holding the Tranche 1 Deposit and the 3rd Defendant has been holding the Tranche 2 Deposit on resulting and/or constructive trust for the 1st Plaintiff; and (b) the 8th Defendant has been holding the Promissory Notes,

the Consideration Shares, Tranche 1 Bond, Tranche 2 Bond and the Converted Shares on resulting and/or constructive trust for the 1st Plaintiff since they were wrongfully transferred and/or issued to the 8th Defendant, and therefore the 1st Plaintiff claims rectification of the Register of Members of the 1st Plaintiff pursuant to section 46 of the Companies Law (2013 Revision).

28. By reason of the matters aforesaid, the 1st Plaintiff and the 2nd Plaintiff are entitled to rescind the Acquisition Agreement and have suffered loss and damage including damages for conspiracy to defraud and/or misrepresentation; breach of contract and are entitled to equitable relief along with interest pursuant to section 34(1) of the Judicature Law at such rate and from such date and on such amount as this Honourable Court thinks fit, costs and such further and/or other relief as this Honourable Court deems appropriate.

AND THE 1ST PLAINTIFF AND THE 2ND PLAINTIFF CLAIM:-

- (1) A declaration that the Acquisition Agreement (inclusive of all corresponding supplemental agreements) amongst the parties in this Action has been validly rescinded;
- (2) An order that the 4th Defendant do repay the Tranche 1 Deposit to the 1st Plaintiff;
- (3) An order that the 3rd Defendant do repay the Tranche 2 Deposit to the 1st Plaintiff;
- (4) A declaration that issuance of the Promissory Notes by the 1st Plaintiff to the 8th Defendant is and was at all material times irregular, invalid, null, void and/or otherwise of no legal effect;
- (5) An order that the 8th Defendant do repay the value representing the Promissory Notes to the 1st Plaintiff;
- (6) A declaration that the issuance of the Tranche 1 Bond and Tranche 2 Bond by the 1st Plaintiff to the 8th Defendant is and was at all material times irregular, invalid, null, void and/or otherwise of no legal effect;
- (7) A declaration that the 8th Defendant held and continues to hold the, Consideration Shares and Converted Shares on trust for the 1st Plaintiff since the 8th Defendant was registered as the holder of the same;
- (8) An Order that the 8th Defendant do transfer the Consideration Shares and Converted Shares to the 1st Plaintiff and in default of the 8th Defendant so doing, the Registrar of

the Grand Court be authorized to approve, sign and execute all the necessary documents and do and perform all the necessary acts and things to give full effect to this Order;

- (9) Rectification of the Register of Members of the 1st Plaintiff;
- (10) An injunction against all the Defendants that they, each of them and together be restrained whether by themselves or their respective directors, officers, employees, servants, agents or any of them howsoever, from disposing of, encumbering or otherwise dealing with or diminishing the value of and/or procuring the disposal, transfer, dealing with, or diminution of the value of and/or exercising any rights or powers (including but not limited to voting rights in general and/or extraordinary meeting(s) in respect of and/or entering into any agreement to effect any transaction in relation to the Consideration Shares and the Converted Shares;
- (11) An injunction against all the Defendants from completing and/or procuring the conversion and/or transferring of the Tranche 1 Bond and Tranche 2 Bond or any part thereof;
- (12) Damages for fraud and/or deceit;
- (13) An Order that the Defendants do compensate the 1st Plaintiff and the 2nd Plaintiff in equity;
- (14) Interest;
- (15) Costs; and
- (16) Further or other relief.

DATED THIS 2nd day of July 2015

Priestleys

PRIESTLEYS

TO: The Clerk of the Court

AND TO: The Defendants

**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 1st Plaintiff and the 2nd Plaintiff (or on the 1st Plaintiff and the 2nd 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 1st Plaintiff and the 2nd 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 twenty-eight (28) 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.

**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO.

OF 2015

B E T W E E N:

**ENERGY INTERNATIONAL INVESTMENTS HOLDINGS
LIMITED** **1st Plaintiff**

**(formerly known as XIAN YUEN TITANIUM RESOURCES
HOLDINGS LIMITED)**

CHEERFUL DRAGON LIMITED **2nd Plaintiff**

-and-

**CHINA INTERNATIONAL ENERGY INVESTMENTS (HONG
KONG) LIMITED (BVI)** **1st Defendant**

**CHINA INTERNATIONAL ENERGY INVESTMENTS (HONG
KONG) LIMITED (Hong Kong)** **2nd Defendant**

CHINA ERA ENERGY POWER INVESTMENT LIMITED **3rd Defendant**

GREATER FINANCE LIMITED **4th Defendant**

LI WEIJUN **5th Defendant**

WANG GUOJU **6th Defendant**

WANG HANNING **7th Defendant**

GIANT CRYSTAL LIMITED **8th 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 1st Plaintiff and 2nd Plaintiff (*tick box*)
Yes [] No []

Service of the Writ is acknowledged accordingly

(Signed) _____

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 1st Plaintiff and 2nd Plaintiff's Attorney (or by 1st Plaintiff and 2nd Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

PRIESTLEYS
ATTORNEYS-AT-LAW
Second Floor, Caribbean Plaza
878 West Bay Road
PO Box 30310
Grand Cayman, KY1-1202
Cayman Islands.

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