



IN THE GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD OF 2024 ()

BETWEEN:

- (1) CARLYLE AVIATION MANAGEMENT LIMITED
- (2) SASOF IV (E) AVIATION IRELAND DAC
- (3) SASOF III (A10) AVIATION IRELAND DAC
- (4) LAPIS AIRCRAFT LEASING LIMITED, LTD.
- (5) SASOF III (A21) AVIATION IRELAND DAC
- (6) FLY AIRCRAFT HOLDINGS THIRTY-ONE LIMITED

Plaintiffs

AND

- (1) BEST MERIDIAN INSURANCE COMPANY
- (2) BEST MERIDIAN INTERNATIONAL INSURANCE COMPANY SPC
- (3) GLOBAL BRG LLC
- (4) INGOSSTRAKH INSURANCE COMPANY LTD
- (5) JSC GROUP OF INSURANCE COMPANIES UGORIA

Defendants

WRIT OF SUMMONS

THIS WRIT OF SUMMONS was issued by Maples and Calder (Cayman) LLP, attorneys for the Plaintiffs, whose address for service is PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands. (Ref: LRS/JRN/DLJ/727121.02)

TO THE DEFENDANTS:

- (1) BEST MERIDIAN INSURANCE COMPANY of 8950 SW 74TH CT, Suite 2201 C7, Miami, Florida, FL 33156, United States of America
- (2) BEST MERIDIAN INTERNATIONAL INSURANCE COMPANY SPC of Hyperion Insurance Management (Cayman) Limited, P.O. Box 10281, Grand Pavilion Commercial Centre, Suite 24, 802 West Bay Road, Grand Cayman, KY1-1003, Cayman Islands
- (3) GLOBAL BRG LLC of 1571 Sawgrass Corporate Pkwy, Suite 110, Sunrise, Florida, FL 33323, United States of America
- (4) INGOSSTRAKH INSURANCE COMPANY LTD of 12-2, Pyatnickaya St, Moscow, 115035, Russia
- (5) JSC GROUP OF INSURANCE COMPANIES UGORIA of Komsomolskaya Street, 61, Khanty-Mansiysk Autonomous Okrug – Ugra, 628011, Russia

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 (or, if leave is require to effect service outside the jurisdiction, such other period as is specified in the attached Acknowledgement of Service) 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 495 GT, 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 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.

Issued this 23rd day of February 2024

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 Acknowledgment of Service are given with the accompanying form.

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GENERAL INDORSEMENT

- 1 The Plaintiffs are the owners, lessors, trustees and/or assignees in respect of the financing of airframes and engines (and any parts, other equipment and documents furnished or associated therewith) (the "**Aircraft**") listed in the Schedule.
- 2 The Plaintiffs' claim is for an indemnity (or payment of an indemnity), alternatively damages or compensation, for the total loss of the Aircraft following and as a consequence of events in the Russian Federation and Ukraine since February 2022.
- 3 The Plaintiffs claim:
 - 3.1 As additional insureds, alternatively as assignees of rights under insurance contract(s) contained in or evidenced by the certificates with reference numbers set out in the Schedule (the "**Insurance Contract(s)**"); and
 - 3.2 As additional insureds, alternatively pursuant to cut-through clauses, alternatively as assignees of rights under reinsurance contracts contained in or evidenced by the certificate with reference number 2021UTAIR MASTER(B) and the slip in respect of the Hull War Risks cover bearing unique market reference number B0746GA2102983000 (the "**Reinsurance Contracts**").
- 4 The Insurance Contract(s) provided Hull All Risks Cover and Hull War Risks Cover in respect of the Aircraft for the agreed values set out in the Schedule. The Reinsurance Contracts reinsured the Hull All Risks Cover and the Hull War Risks Cover provided by the Insurance Contract(s).
- 5 Further or alternatively, the Plaintiffs claim compensation under the Insurance Contract(s) and the Reinsurance Contracts as a matter of Russian law to the extent that the claims under those contracts are governed by Russian law.
- 6 In respect of all sums found to be due to them, the Plaintiffs claim compound interest thereon at common law or pursuant to the Court's equitable jurisdiction (to be measured

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by the Plaintiffs' cost of borrowing), alternatively simple interest pursuant to section 34 of the Judicature Act (As Revised) at such rate and for such period as the Court determines, alternatively interest pursuant to Article 395 of the Russian Civil Code from the date the Defendants' obligation to pay the Plaintiffs became due until the date the compensation under Russian law is paid.

The Plaintiffs claim:

- (1) A declaration that the Plaintiffs are entitled to an indemnity, alternatively damages or compensation, under the Insurance Contract(s).
- (2) An indemnity in the total sum of US\$186,400,000 or in such other sum as the Court determines, alternatively damages or compensation under Russian law in the like amount under the Insurance Contract(s) from the Fourth and Fifth Defendants.
- (3) A declaration that the Plaintiffs are entitled to an indemnity, alternatively damages or compensation under Russian law, under the Hull All Risks Cover of the Reinsurance Contracts, alternatively the Hull War Risks Cover of the Reinsurance Contracts.
- (4) An indemnity under the Reinsurance Contracts in an amount comprising the total of the insured values for the Aircraft, namely, US\$186,400,000, multiplied by the relevant reinsurance percentage or in such other sum as the Court determines, alternatively damages in the like amount from the First and/or Second and/or Third Defendants.
- (5) Interest in accordance with paragraph 6 above.
- (6) Costs.

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(7) Such further or other relief as the Court deems fit.

DATED this 23rd day of February 2024

Maples and Calder (Cayman) LLP

Maples and Calder (Cayman) LLP
Attorneys-at-law for the Plaintiffs

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Schedule

Serial Number (MSN)	Relevant Plaintiffs	Agreed Value (US\$)	Certificate Reference No.	All Risks Reinsurance Unique Market Reference	War Risks Reinsurance Unique Market Reference
MSN 29250	First Third	19,400,000	2021UTAIR(176) 2021UTAIR MASTER(B)	Not known	B0746GA2102983000
MSN 31716	Sixth	35,000,000	2021UTAIR(233) 2021UTAIR MASTER(B)	Not known	B0746GA2102983000
MSN 31765	First Fourth	35,000,000	2021UTAIR(234) 2021UTAIR MASTER(B)	Not known	B0746GA2102983000
MSN 35072	First Fifth	27,000,000	2021UTAIR(180) 2021UTAIR MASTER(B)	Not known	B0746GA2102983000
MSN 35828	First Second	35,000,000	2021UTAIR(221) 2021UTAIR MASTER(B)	Not known	B0746GA2102983000
MSN 37598	First Second	35,000,000	2021UTAIR(219) 2021UTAIR MASTER(B)	Not known	B0746GA2102983000

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**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, PO Box 495G, George Town, Grand Cayman, KY1-1106, Cayman Islands.
- 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 Plaintiffs 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 overleaf for Notes for Guidance

Notes for Guidance

- 4 Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
- 5 For the purpose of calculating the period of 21 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.
- 6 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)".
- 7 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.
- 8 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.
- 9 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.
- 10 Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
- 11 A Defendant acting in person may obtain help in completing the form at the Courts Office.

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Defendants

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give them 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

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.

Maples and Calder (Cayman) LLP
PO Box 309, Ugland House
Grand Cayman KY1-1104
Cayman Islands

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