

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE No. 156 of 2001

**BETWEEN: ASSET MANAGEMENT AND FINANCE  
INTERNATIONAL INC.**

*(a Company incorporated under the Laws of the British  
Virgin Islands, in liquidation)*

**PLAINTIFF**

**AND: (1) ARLA TRADING AND FINANCE COMPANY IN  
(2) GULFINVEST CAPITAL MARKETS  
CORPORATION  
(3) NEY PRADO JUNIOR  
(4) JOSE CARLOS DE OLIVEIRA  
(5) FAISAL Y AL-MARZOOK**

**DEFENDANTS**

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**WRIT OF SUMMONS**

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To: **ARLA TRADING AND FINANCE COMPANY INC.**  
of c/o AALL Trust and Banking Corporation Ltd, The AALL Building, PO Box 1162GT,  
Grand Cayman, Cayman Islands, BWI

**GULFINVEST CAPITAL MARKETS CORPORATION**  
of c/o HSBC Financial Services (Cayman) Limited, Corner of Mary St. and Fort St. P.O.  
Box 1109GT, Grand Cayman, Cayman Islands, BWI

**NEY PRADO JUNIOR**  
Torre Rio Sul  
Av. Lauro Muller, 116, andar 13  
Salas 1301 e 1302  
CEP 22290-160 RJ  
Rio de Janeiro  
BRAZIL

**JOSE CARLOS DE OLIVEIRA**  
Torre Rio Sul  
Av. Lauro Muller, 116, andar 13  
Salas 1301 e 1302  
CEP 22290-160 RJ  
Rio de Janeiro  
BRAZIL

**FAISAL Y. AL MARZOOK**  
Abdulla Mubarak St. Gulf Bank Building  
4<sup>th</sup> Floor  
PO Box 26845  
Safat 13129  
KUWAIT



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 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 mentioned below 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

**Issued this 20<sup>th</sup> day of March 2001.**

*Note* – This writ may not be served later than 4 calendar months (*or if leave is required to serve 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.

## INDORSEMENT

The Plaintiff's claim is for:

- (1) A declaration that the Defendants are liable to account to the Plaintiff, as constructive trustees on the basis of knowing receipt, for the sums received by them from Plaintiff, whether directly or indirectly, including the sums set out in the Schedule hereto.
- (2) An inquiry as to what assets in the hands of the Defendants represent the said sums.
- (3) All other necessary accounts and enquiries.
- (4) An order for payment by the Defendants to the Plaintiff of all sums found to be due on the taking of such accounts and inquiries.
- (5) Interest pursuant to Section 34 of the Judicature Law and/or the rules of equity, at such rate and for such period as the Court shall think fit.
- (6) Such further or other relief as the Court shall think just in the circumstances.
- (7) Costs.

*Bruce Campbell & Co*  
**BRUCE CAMPBELL & CO**  
**Attorneys at Law for the Plaintiff**

**THIS WRIT** was issued by Bruce Campbell & Co of P.O. Box 884 G.T. George Town, Grand Cayman, Cayman Islands, B.W.I. Attorneys for the said Plaintiff, a company incorporated under the Laws of the British Virgin Islands in liquidation.

## SCHEDULE

No.	Date	Description	Amount
1	31-Mar-95	Payment to Gulfinvest	\$ 332,000.00
2	3-Apr-95	Gain on Purchase and Sale by Arla Trading of Brazilian Gov't C Bonds	\$ 1,052,028.00
3	7-Apr-95	Payment to Arla Trading	\$ 7,972.00
4	20-Apr-95	Payment to Gulfinvest	\$ 620,000.00
5	5-May-95	Gain on Purchase and Sale by Arla Trading of Brazilian Gov't C Bonds	\$ 778,007.00
6	24-May-95	Payment to Arla Trading	\$ 1,300,000.00
7	5-Jun-95	Payment to Arla Trading	\$ 1,500,000.00
8	14-Jun-95	Payment to Arla Trading	\$ 934,000.00
9	16-Jun-95	Payment to Arla Trading	\$ 556,000.00
10	29-Jun-95	Payment to Arla Trading	\$ 1,111,000.00
11	5-Jul-95	Payment to Arla Trading	\$ 927,000.00
12	13-Jul-95	Payment to Arla Trading	\$ 1,000,000.00
13	20-Jul-95	Payment to Arla Trading	\$ 1,691,000.00
14	27-Jul-95	Payment to Arla Trading	\$ 1,085,000.00
15	4-Aug-95	Payment to Arla Trading	\$ 2,411,900.00

### ABBREVIATIONS USED IN THIS SCHEDULE

Arla Trading	Arla Trading and Finance Company Inc - a Cayman Islands company
Gulf Canadian	Gulf Canadian International Finance Company Inc. - a British Virgin Islands company
Gulfinvest	Gulfinvest Capital Markets Corporation - a Cayman Islands company

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**PLAINTIFF**

**AND: (1) ARLA TRADING AND FINANCE COMPANY INC**  
**(2) GULFINVEST CAPITAL MARKETS CORPORATION**  
**(3) NEY PRADO JUNIOR**  
**(4) JOSE CARLOS DE OLIVEIRA**  
**(5) FAISAL Y AL-MARZOOK**

**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.

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

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3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes  no

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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  no

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Service of the Writ is acknowledged accordingly

Address for service:

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 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 for guidance*

## 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 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.