

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 230 OF 2005

B E T W E E N:

- (1) FORTIS BANK (CAYMAN) LIMITED
(formerly MEESPIERSON (CAYMAN) LIMITED)
- (2) MEESPIERSON MANAGEMENT (CAYMAN)
LIMITED
- (3) MEESPIERSON NOMINEES (CAYMAN) LIMITED

Plaintiffs

AND

BOXALLS (Sued as a Firm)

Defendant

WRIT OF SUMMONS

TO: BOXALLS (Sued as a Firm) of Queensgate House, PO Box 1234, South Church Street, George Town, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs, Fortis Bank (Cayman) Limited (formerly MeesPierson (Cayman) Limited), MeesPierson Management (Cayman) Limited and MeesPierson Nominees (Cayman) Limited, whose registered offices are at Grand Pavilion Commercial Centre, Bougainvillea Way, 802 West Bay Road, Grand Cayman in respect of the claim set out on the next page.

Within fourteen (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 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 Acknowledgment 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 day of May 2005

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.

GENERAL INDORSEMENT

The Plaintiffs' claim is for damages for breach of contract and/or for negligence and/or for equitable compensation for breach of fiduciary duty and/or such other relief as the Court might deem appropriate arising out of advice and services provided, or omitted to be provided, by the Defendant to the Plaintiffs and/or to Torkmain Investments Limited ("Torkmain") and Levitan Investments Limited ("Levitan") between about May 1999 and about December 1999 in connection with a series of transactions known as "Operation Leo", involving Investicni a Postovni banka a.s., Tritton Development Fund

Limited, Torkmain, Levitan and Pembridge Investments B.V. and others (“the Transactions”).

The Plaintiffs retained the Defendant in or about May 1999 to provide advice and services to them in respect of, or in connection with, the Transactions. It was an express or implied term of the retainer that in advising and providing services to the Plaintiffs, the Defendant would exercise reasonable skill and care. Further and/or alternatively, the Defendant owed to the Plaintiffs a duty at common law to exercise reasonable skill and care in providing such advice and services. Further and/or alternatively, the Defendant owed the Plaintiffs fiduciary duties. Further and/or alternatively, the Defendant provided advice and services to Torkmain and Levitan in connection with the Transactions in respect of which it owed a duty of care to the Plaintiffs at common law to exercise reasonable skill and care. In advising (and/or failing to advise) and/or providing services (and/or failing to provide services) to the Plaintiffs and/or Torkmain and Levitan the Defendant acted in breach of contract and/or negligently and/or in breach of its duties referred to above. Those breaches have caused the Plaintiffs loss and damage.

AND THE PLAINTIFFS claim:

1. damages for breach of contract by the Defendant;
2. further and/or alternatively, damages for breaches of duty by the Defendant;
3. further and/or alternatively, equitable compensation;
4. further and/or alternatively, such other relief as the court might deem appropriate;
5. interest, to be assessed, pursuant to section 34 of the Judicative Law (1995 Revision) for such period and at such rate as the Court shall deem just, alternatively pursuant to the equitable jurisdiction of the court; and
6. costs.

Dated the 18th day of May 2005

Appleby
APPLEBY SPURLING HUNTER

THIS WRIT was issued by Appleby Spurling Hunter, Attorneys-at-Law for the Plaintiffs, whose address for service is that of its said Attorneys, namely Clifton House, 75 Fort Street, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref.: JST/08335.009)

**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, P.O. Box 495 GT, 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 Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words of "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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 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 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 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.
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.

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Plaintiff

AND

BOXALLS (Sued as 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

Service of the Writ is acknowledged accordingly

_____ Date: 2005

Attorneys for Defendant

Address for service:

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.

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

Appleby Spurling Hunter
Attorneys-at-Law
Clifton House
75 Fort Street
P.O. Box 190 GT
George Town
Grand Cayman
Ref: 08335.009

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