

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 103 OF 2006

IN THE MATTER OF SECTION 48 TRUST LAW (2001 REVISION)  
AND IN THE MATTER OF A SETTLEMENT KNOWN AS THE TEA TRUST AND  
DATED 8 OCTOBER 1999

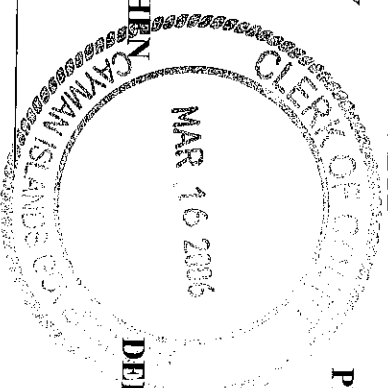
BETWEEN: (1) JENS PETTER RØNNING  
(2) INDOSUEZ TRUST SERVICES LTD  
(3) RAYMOND KALLEY

PLAINTIFFS

AND

(1) EGIL BRAATHEN  
(2) PAULINE M BRAATHEN

DEFENDANTS



ORIGINATING SUMMONS

To: Egil and Pauline M Braathen  
Both of Ronis 5,  
CH 9050 Appenzell  
SWITZERLAND

LET THE FIRST DEFENDANT AND THE SECOND DEFENDANT both of Ronis 5, CH 9050 Appenzell, SWITZERLAND attend before the Judge in Chambers, at the Law Courts, George Town, Grand Cayman on the 20 day of April 2006, at 9<sup>30</sup> o'clock on the hearing of an application by the Plaintiffs JENS PETTER RØNNING of Hoffsjef Løvenskiolds vei 29 B, 0382 Oslo, Norway; INDOSUEZ TRUST SERVICES LIMITED of PO Box 418, La Tour Grand House, Lower Pollett, St Peter Port, Guernsey GY1 SW1; and RAYMOND KALLEY of Flat 1, 88 Onslow Gardens, London SW7 3B5 for the following relief:

1. That it may be determined, upon the true construction of clause 4.1 of the Trust Deed (the "Trust Deed") of the Tea Trust (the "Trust") made on 8 October 1999 between the Plaintiffs (the "Trustees") and the First Defendant (the "Settlor"):

1.1 Whether the word “yield” in the fifth sentence of clause 4.1 denotes current income, accumulated income, capital appreciation or all of these;

1.2 Whether during the lifetime of the Settlor and while the Second Defendant (“the Wife”) is also living, the net income of the Trust Fund should be paid to the Settlor, to the Wife, or be accumulated; and

1.3 If the word “yield” denotes something other than net income, whether the Settlor has a power to direct distributions of the yield other than in favour of the Wife during their joint lives.

2. That it may be determined whether, upon the true construction of the Trust Deed and the written instructions of the Settlor dated 11 October 1999 (the “First Instructions”), the Trustees are under a duty to account and transfer to the Settlor the amount by which the value of the Trust Fund exceeds NOK70 million (the “Surplus”); and/or whether the Trustees are under a duty to maintain a balance between the interests of the income beneficiaries and the interests of the capital beneficiaries such as to maintain the real value of the Trust Fund.

3. That it may be determined, whether, upon the true construction of clause 4.1 of the Trust Deed and the written instructions of the Settlor dated 30 July 2005 (“the Second Instructions”), and in the circumstances of the Settlor’s mental condition as may be shown by medical or other evidence at the date thereof, and in the circumstances of the place of residence of the Second Defendant (“the Wife”) as may be shown by evidence, the Trustees are under a duty to pay to the Wife the full amount of the net income of the Trust Fund from the date of creation of the Trust until the earlier of the date of death of the Settlor or the Wife, immediately and subsequently on each anniversary of the date of the first payment or otherwise.

4. Alternatively, that it may be determined: (a) what the proper construction of clause 4.1 of the Trust Deed and the First and/or Second Instructions is; and (b) what upon a proper

construction of the said documents the Trustees are under a duty to do in relation to the Surplus and any Yield Amounts as may arise from time to time.

5. That it may be determined whether the appointment by the Settlor of the First and Third Plaintiffs to act as Protectors on his death, resignation or incapacity is capable of taking effect.
6. That provision be made for the costs of this application to be paid out of the Trust Fund.

**AND LET THE DEFENDANTS**, within 28 days after service of this Summons on them, counting the day of service, return the accompanying Acknowledgement of Service to the Courts office, P.O. Box 495, George Town, Grand Cayman.

Dated this 16<sup>th</sup> day of March 2006.

*Campbells*

**CAMPBELLS**  
**Attorneys-at-Law for the Plaintiffs**

**NOTES:-**

- (1) This Summons 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 above date unless renewed by order of the Court.
- (2) If a defendant does not attend personally or by his attorney at the time and place above-mentioned such order will be made as the Court may think just and expedient.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

**THIS ORIGINATING SUMMONS** is filed by Campbells Attorneys-at-Law for the Plaintiffs whose address for service is 4<sup>th</sup> Floor, Scotia Centre, PO Box 884GT, George Town, Grand Cayman. (JRM/II/12778)

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF ORIGINATING SUMMONS

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 495G, George Town, Grand Cayman.

**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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. 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.
4. 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.



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 principal office.

**Please complete overleaf**

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

**CAMPBELLS**  
Attorneys-at-Law  
Scotia Centre  
P O Box 884 GT  
Grand Cayman  
Cayman Islands  
(Ref: JRM/JL/sm/12778)

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