

BETWEEN:

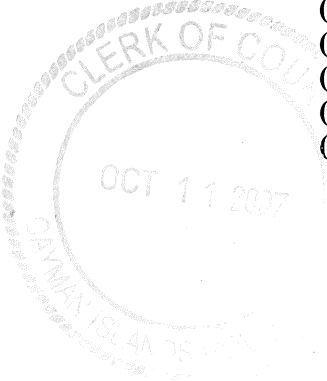
- (1) S ARTHUR MORRIS
- (2) DUDLEY R COTTINGHAM

Plaintiffs

and

- (1) HECTOR DEFFEMINIS
- (2) MARIO ZUGARRAMURDI
- (3) FERNANDO MUXI
- (4) BDO INTERNATIONAL
- (5) BDO GLOBAL COORDINATION BV
(formerly BDO INTERNATIONAL BV)

Defendants



WRIT OF SUMMONS

TO: HECTOR DEFFEMINIS, MARIO ZUGARRAMURDI and FERNANDO MUXI of Rincon 487, Piso 11, 11,000 Montevideo, Uruguay and **BDO INTERNATIONAL and BDO GLOBAL COORDINATION B.V.** of Boulevard de le Woluwe 60, 1200 Brussels, Belgium.

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiffs of 5th Floor, Bermuda House, George Town, Grand Cayman, Cayman Islands in respect of the claims set out on the next page.

Within 14 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, Grand Cayman KY1-1106, Cayman Islands, 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 any intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 11th day of October 2007

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 that date unless renewed by order of the Court.

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

BRIEF DETAILS OF CLAIM

1. The First and Second Plaintiffs were partners in the firm of Morris Brankin & Co which, in 2000 and 2001, carried on business from P.O. Box 1044, West Wind Building, Grand Cayman, British West Indies. The First and Second Plaintiffs were also subsequently partners in the firm of Morris Cottingham & Co.
2. By Cause No.87 of 2007, TCB Creditor Recoveries Ltd (“TCB Recoveries”) seeks damages from Morris Cottingham & Co (wrongly described as formerly Morris Brankin & Co) said to arise from alleged breach of duty and/or negligence arising out of work done by Morris Brankin & Co as auditor of Trade and Commerce Bank (In Liquidation) (“the Bank”). The Plaintiffs herein, who have been served with the Writ of Summons in Cause No.87 of 2007, deny that claim.
3. The First, Second and Third Defendants were and are partners in the firm of Estudio Hector Deffeminis, BDO – Uruguay (also referred to as BDO Hector Deffeminis), which carried and carries on business from Rincon 487, Piso 11, 11,000 Montevideo, Uruguay (“BDO Hector Deffeminis”).
4. Morris Brankin & Co retained BDO Hector Deffeminis (“the Retainer”), by letter dated on or about 15 December 2000, to provide services in connection with the audit of the Bank for the period ended 31 December 2000 on terms which included that BDO Hector Deffeminis would provide a written comfort letter. Such letter, which was provided on or about 4 April 2001, confirmed that (among other things) BDO Hector Deffeminis (on behalf of itself and the Fourth and/or Fifth Defendants) would hold Morris Brankin & Co harmless in connection with any matters arising from the work performed by BDO Hector Deffeminis.
5. The Fourth and/or Fifth Defendants are liable for the acts or omissions of BDO Hector Deffeminis.
6. Further and/or alternatively, if which is denied, the Plaintiffs are liable to TCB Recoveries as assignee of the Bank, the Defendants are also liable in respect of the same damage.
7. The Plaintiffs claim from the Defendants and each of them:
 - a. A declaration that they are entitled to a general indemnity in respect of all and any loss and expense arising from TCB Recoveries’ claim in Cause No.87 of 2007; and/or
 - b. Damages for breach of the Retainer and/or breach of duty and/or negligence; and/or
 - c. An indemnity, alternatively a contribution, pursuant to section 6 of the Torts (Reform) Law (1996 Revision).

And the Plaintiffs claim:

- a. A declaration that they are entitled to a general indemnity from the Defendants and each of them in respect of all and any loss and expense arising from TCB Recoveries' claim in Cause No.87 of 2007; and/or
- b. Damages in an unliquidated amount for breach of contract and/or breach of duty and/or negligence; and/or
- c. An indemnity, alternatively a contribution, pursuant to section 6 of the Torts (Reform) Law (1996 Revision);
- d. Interest pursuant to s.34 of the Judicature Law (2004 Revision);
- e. All necessary consequential orders, accounts and inquiries;
- f. Costs;
- g. Further or other relief.

Dated the 11th day of October 2007



NELSON & COMPANY
Attorneys-at-law for the Plaintiffs

TO: The Clerk of the Courts

AND TO: The Defendants

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2007

BETWEEN:

- (1) S ARTHUR MORRIS
- (2) DUDLEY R COTTINGHAM

Plaintiffs

and

- (1) HECTOR DEFFEMINIS
- (2) MARIO ZUGARRAMURDI
- (3) FERNANDO MUXI
- (4) BDO INTERNATIONAL
- (5) BDO GLOBAL COORDINATION BV
(formerly BDO INTERNATIONAL BV)

Defendants

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 No

Service of the Writ is acknowledged accordingly

Signed

Attorney for:

Address for service:

Please complete 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 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.

**Nelson & Company
Attorneys at Law
P.O. Box 2075
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1105
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.

[Empty box for Defendant's Attorney indorsement]

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, 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 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 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 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 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.