

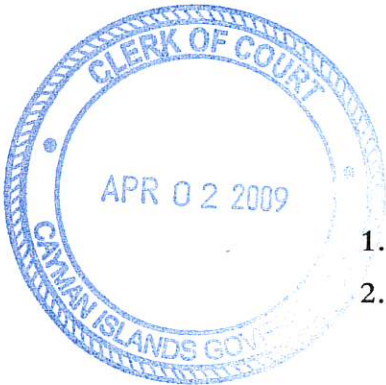
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G0158 of 2009

BETWEEN:

1. BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiffs



AND

1. SEAGA INTERNATIONAL LTD.  
2. SEAGA MANUFACTURING INC.



Defendants

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WRIT OF SUMMONS

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TO: Seaga International Ltd.  
Bodden Corporate Services Ltd.  
P.O. Box 10335 APO  
802 Grand Pavilion Commercial Centre  
West Bay Road, Grand Cayman

AND TO: Seaga Manufacturing, Inc.  
700 Seaga Drive  
Freeport, Illinois USA

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, PO Box 495, George Town, Grand Cayman KY1-1106, 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 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 \_\_\_\_\_ day of April 2009

**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 Acknowledgement of Service are given with the accompanying form.

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**STATEMENT OF CLAIM**

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1. The Plaintiff is a Bank carrying on business at 12 Albert Panton Street, George Town, Cayman Islands, and elsewhere.
2. The First Defendant, Seaga International Ltd. is a corporation carrying on business in George Town, Grand Cayman with registered offices at Bodden Corporate Services Ltd., P.O. Box 10335 APO, 802 Grand Pavilion Commercial Centre, West Bay Road, Grand Cayman.
3. The Second Defendant, Seaga Manufacturing Inc. is a company carrying on business at 700 Seaga Drive, Freeport, Il, 61032 in the United States of America.
4. To the best of the Plaintiff's knowledge, Seaga International Ltd. is a company affiliated with the Second Defendant Seaga Manufacturing Inc.
5. The First Defendant has been a customer of the Plaintiff's at the Albert Panton Street branch at all material times to this action, and has maintained a current chequing account numbered 01101036486.
6. The account was opened by way of an agreement in writing, such agreement incorporating and including a document executed on behalf of the First Defendant by an authorised signatory, entitled General Regulations and Conditions for Conducting Business with Bank of Butterfield International (Cayman) Ltd. (the "**General Regulations**").

7. The General Regulations, being terms of a contract between Bank of Butterfield International (Cayman) Ltd., and the First Defendant, was assigned to the Plaintiff prior to 1 January 2008. As part of the General Regulations, the First Defendant was authorised by the Plaintiff to overdraw the account on an "as needed" basis at the discretion of the First Defendant.
8. As part of the agreement and General Regulations, the First Defendant agreed:
  1. That any overdraft would be repayable on demand;
  2. "[the Plaintiff] shall have the right to charge to the customer, whether or not funds are available, any cheques, notes or drafts drawn on other banks negotiated by the customer at the bank and returned due to dishonour, stop payment, forgery or any other reasons.";
  3. To pay interest at a rate set by the Plaintiff from time to time.
9. On or about 10 September 2008, the First Defendant ordered a wire transfer in the amount of US\$299,100.00, bringing the balance of the account to US\$555.74.
10. On or about 11 September 2008, the Plaintiff received a cheque in the amount of US\$262,500.15, by way of courier from a third party.
11. Between 11 September 2008 and 22 September 2008, the First Defendant made seven transactions, comprising both credits and debits to the account, leaving the balance of the account at US\$731.24 as of the close of business on 22 September 2008.
12. On 26 September 2008, the cheque sent for credit to the First Defendant's account was returned from the third party bank due to closure of the payor's account, or by reason of insufficient funds in the payor's account, leaving the Plaintiff's account overdrawn in the amount of US\$261,793.91.

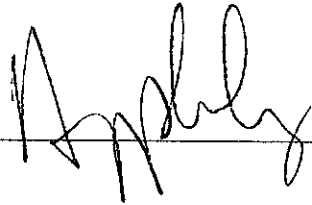
13. Pursuant to the terms of General Regulations and by way of letter dated 14 November 2008, the Plaintiff required the First Defendant repay the whole of the overdrawn account, amounting at that date to US\$261,793.91, plus interest in the amount of US\$14,826.18 as of March 31, 2009.
14. Particulars of the applicable interest rates include, but are not limited to the following:
  1. The rate of interest accrued up to the date of the demand was 12%;
  2. The rate of interest accrued following the demand was 10.25%.
15. In breach of the General Regulations, the First Defendant has not paid the sum due or any part of it, as of the date of the filing of this claim.
16. The Plaintiff is entitled to and hereby claims interest on any sums awarded to it pursuant to the agreement and General Regulations, or alternatively, pursuant to section 34 of the *Judicature Law (2007 Revision)*, and regulations thereto, or alternatively, pursuant to the inherited jurisdiction of the Court, interest on such amount and at such rates as the Court deems fit.

WHEREFORE, the Plaintiff claims:

1. The overdrawn amount, being US\$261,793.91;
2. Agreed interest at the rates stipulated by contract in the amount of US\$14,826.18, and such further interest due and owing to judgment; and
3. A declaration that the First Defendant is liable to pay interest on the amount unpaid of the judgment sum at the contractually agreed amount set by the Plaintiff under the General Regulations from time to time until payment is made.

4. Costs on a full indemnity basis pursuant to the inherent jurisdiction of the Court.

Dated the 1st day of April 2009

  
\_\_\_\_\_  
APPLEBY

THIS WRIT was issued by Appleby of Clifton House, 75 Fort Street, PO Box 190, George Town, Grand Cayman KY1-1104, Cayman Islands, Attorneys-at Law for the Plaintiffs (Ref. MAH/00138.805).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2009

B E T W E E N:

(1) BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiff

AND

(1) SEAGA INTERNATIONAL LTD.

(2) SEAGA MANUFACTURING, INC.

Defendants

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**ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

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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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1. 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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2. State whether the Defendant intends to contest the proceedings (tick appropriate box)

YES

NO

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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

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Service of the Writ is acknowledged accordingly

Signed \_\_\_\_\_

Attorneys for Defendant

Address for service:

*Please complete overleaf*

**Notes on address for service**

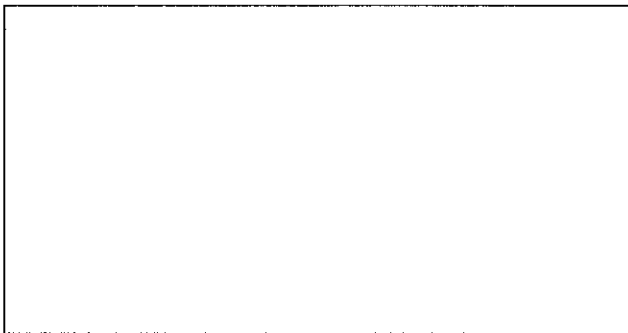
Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

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.

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

Murray A. Harris  
Appleby  
Attorneys-at-Law  
Clifton House  
75 Fort Street  
P.O. Box 190 GT  
George Town, Grand Cayman KY1-1104  
Ref: MAH/00138.805

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



**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 Write 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.