



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: OF 2025

BETWEEN:

**CANTABRIAN TRUST
ROBERT YOUNG**

PLAINTIFFS

AND:

MICHELE SILVA-NETO

DEFENDANT

WRIT OF SUMMONS

TO: Michele Silva-Neto of 120 West Bay Blvd, Kirkfield, Ontario, Canada K0M 2B0.

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out below.

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, P.O. Box 495, George Town, Grand Cayman KY1-1106, 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 9th day of April 2025.

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.

This **WRIT OF SUMMONS** is issued by Campbells LLP, Attorneys-at-Law for and on behalf of the Plaintiffs, whose address for service is Floor 4, Willow House, Cricket Square, PO Box 884, George Town, Grand Cayman (Ref: IJD/JFI/09961-44655).

STATEMENT OF CLAIM

The Plaintiffs' claim is for:

1. Pursuant to a written promissory note dated 15 April 2021 signed by the Defendant, the Defendant acknowledged herself indebted and promised to pay to Surefine Fund, Ltd (now known as Surefine Ltd) ("**Surefine**") the total sum of CAD\$4,830,000 in repayment of a loan granted to the Defendant by Surefine (the "**Promissory Note**").
2. The terms of the Promissory Note included, inter alia, that the Defendant would:
 - (a) pay to Surefine the sum of CA\$690,000 one hundred days from the date of the advance of the loan granted by Surefine;
 - (b) pay to Surefine the balance of CA\$4,140,000 three years from the date of the advance of the loan granted by Surefine (the "**Debt**"); and
 - (c) pay interest at the rate of 2% per month on overdue payments due under the Promissory Note.
3. Surefine assigned all of its rights under the Promissory Note to Cantabrian Trust, including its right to receive payment of the Debt. Further and/or alternatively, effective on or about 15 August 2023, Surefine assigned all of its rights and obligations under the Promissory Note to Robert Young, who had the mandate to collect the Debt and pay it to Cantabrian Trust and to other third parties entitled to it.
4. The Debt was due to be paid on 15 April 2024. Despite demand, the Debt has not been paid by the Defendant to or as directed by Cantabrian Trust or to its agent for collection Robert Young, in full or at all.
5. The Defendant has agreed that she is obliged to pay the Debt.

AND THE PLAINTIFFS claim:

1. An order that the Defendant pay to or as directed by Cantabrian Trust the sum of CAD\$4,140,000.
2. Alternatively, damages for breach of contract as this Honourable Court deems fit.

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3. Interest in accordance with the terms of the Promissory Note in the sum of CAD\$82,800 per month until the Debt is paid in full, calculated as of 10 April 2025 to be CAD\$974,903.23.
4. Alternatively, interest pursuant to section 34 of the Judicature Act (2021 Revision) at the prescribed rate of 3.25% from 16 April 2024 calculated as at 10 April 2025 to be CAD\$132,338.22 and accumulating at a daily rate of CAD\$368.63 thereafter.
5. Costs.
6. Such further and/or other relief as this Honourable Court deems appropriate.



CAMPBELLS LLP
Attorneys-at-Law for the Plaintiffs

9 April 2025

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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 no

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

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

<p>Campbells LLP Floor4 , Willow House Cricket Square PO Box 884 George Town Grand Cayman KY1-9010 (Ref: IJD/JFI/09961-44655)</p>
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Indorsement by Defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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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 495G, 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 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.