

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

=====X

FIONA GRAHAM

VERIFIED COMPLAINT

Plaintiff,

Index#:

-against-

JULIUS MWALE

Defendant

=====X

Plaintiff Fiona Graham, by and through her attorney, Julian H. Lowenfeld, by way of Complaint against defendant Julius Mwale, alleges as follows:

THE PARTIES

1. Plaintiff Fiona Graham is an individual residing at 350 Central Park West, Apt. 13-A, New York NY 10025.
2. Upon information and belief, defendant Julius Mwale is an individual residing at 350 Central Park West Apt. 16-A, New York NY 10025.

JURISDICTION AND VENUE

3. This Court has jurisdiction pursuant to C.P.L.R. §301 and §302(a) because the defendant has done business in the state of New York, and, indeed, entered into the promissory note which forms the basis of this complaint within the state of New York.
4. Venue is proper in this County pursuant to C.P.L.R. §503 because all parties reside or do business within New York County.

COUNT ONE**(BREACH OF PROMISSORY NOTE)**

5. Plaintiff repeats and restates the allegations contained in the prior paragraphs of this complaint as if set forth more fully herein.
6. On May 24, 2019, the Defendant signed and delivered a note promising to pay the Plaintiff by November 24, 2020 the sum of \$3,600,000.00 with interest at the annual rate of 8% (eight percent per annum) calculated from May 24, 2019.
7. The Defendant has not paid the note and owes \$3,600,000.00 on the unpaid principal, plus \$1,356,361.64 in accumulated interest on the note as of February 6, 2024. The total amount owed by Defendant as of February 6, 2024 is \$4,956,361.64. Each additional date the additional interest owed on the Promissory Note increases by the sum of \$789.04.
8. A copy of the Promissory Note executed by the Defendant is attached as an exhibit to this complaint.
9. Pursuant to the terms of the Promissory Note, Defendant is also liable for Plaintiff's full costs and expenses, including its full legal costs and expenses in collecting on the defaulted Promissory Note.

WHEREFORE, by reason of the foregoing, Plaintiff Fiona Graham hereby respectfully requests the following relief:

(A) Judgment on the unpaid principal of the Promissory Note in the amount of \$3,600,000.00, plus accumulated interest at the annual rate of 8% (eight percent per annum) calculated from May 24, 2019.

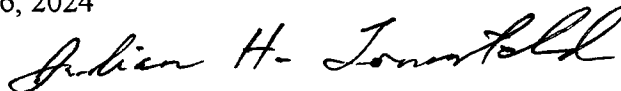
(B) Costs of this litigation, including attorney's fees,

(C) Such other and further relief as the court deems just and proper.

Dated: New York, NY

February 6, 2024

By:



Julian H. Lowenfeld
350 Central Park West, # 13-C
Tel. (332) 215-9769
Email: jlowenfeld@gmail.com
Attorney for Plaintiff

TO: Julius Mwale, Defendant,
350 Central Park West, Apt 16-A
New York NY 10025

VERIFICATION

I, Fiona Graham, being duly sworn, hereby depose and say:

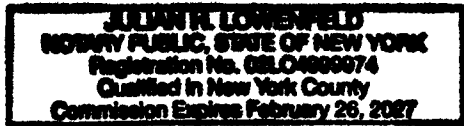
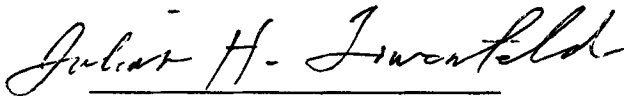
1. I am Plaintiff in the within action.
2. I have reviewed the contents of this complaint and verify that the statements contained herein are true to the best of my knowledge, except as to matters alleged on information and belief, and as to those matters, I believe them to be true.
3. I am aware that if any of the statements contained in the complaint are willfully false, I am subject to punishment.



FIONA GRAHAM

Sworn to before me on this the

6th day of February 2024



PROMISSORY NOTE

(this "Note")

Borrower: Julius Mwale of PO Box 121 BUtere 50100 Kenya (the "Borrower")

Lender: Fiona Graham of 350 Central Park West 16 A New York, NY 10025 (the "Lender")

Principal Amount: \$3,600,000.00 USD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$3,600,000.00 USD, with interest payable on the unpaid principal at the rate of 8.00 percent per annum, calculated yearly not in advance, beginning on May 24, 2019.
2. This Note will become due in November 24th, 2020 with the balance then owing under this Note being paid at that time. The note can be repaid prior to the due date without incurring penalties to the borrower or lender.
3. Notwithstanding anything to the contrary in this Note, if the Borrower defaults in the performance of any obligation under this Note, then the Lender may declare the principal amount owing and interest due under this Note at that time to be immediately due and payable.
4. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.
5. This Note is secured by the following security (the "Security"): 15% shares in Serem Enterprises Holdings Ltd.
6. The Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.

J.M
fG

- 7. If the Borrower defaults in payment as required under this Note or after demand for thirty (30) days, the Security in part 5 will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.
- 8. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intention that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
- 9. This Note will be construed in accordance with and governed by the laws of the State of New York.
- 10. This Note will enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

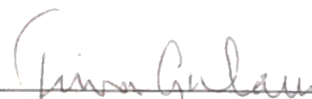
IN WITNESS WHEREOF the parties have duly affixed their signatures under seal on this 25th day of May, 2019.

SIGNED, SEALED, AND DELIVERED
this 25th day of May, 2019.



 Julius Mwale

SIGNED, SEALED, AND DELIVERED
this 25th day of May, 2019.



 Fiona Graham

J.M
FG

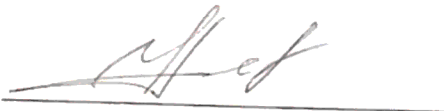
NOTARIAL SEAL

NOTARY ACKNOWLEDGMENT - BORROWER

STATE OF NEW YORK

COUNTY OF NY

On this 25th day of May, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Julius Mwale, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

My commission expires: 07-23-2019

NATALYA SOBOLEV
Notary Public, State of New York
No. 01SO6170885
Qualified in Kings County
Commission Expires July 23, 2019

J.m
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NOTARY ACKNOWLEDGMENT - LENDER

STATE OF NEW YORK

COUNTY OF _____

On this 25th day of May, 2019, before me, the undersigned, a Notary Public in and for said state, personally appeared Fiona Graham, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: _____

JIM
FK