

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION



508
CAUSE NO: OF 2010

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

HUSAM OTONEIL ROCHEZ

DEFENDANT

WRIT OF SUMMONS



TO:

Husam Otoneil Rochez
#33 Bristol Manor
Apt #1
West Bay
Grand Cayman

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, P.O. Box 495G, George Town, Grand Cayman, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this ^{22nd} day of December 2010.

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.

STATEMENT OF CLAIM

1. On or about the 23rd September 2009 the Plaintiff agreed to lend to the Defendant the sum of CI\$24,565 which the Defendant agreed to repay in monthly installments of CI\$528 until full payment.

Particulars

2. The said agreement was made in writing between the Plaintiff and Defendant on the 23rd day of September 2009 and annexed to this Statement of Claim.
3. It was an express term of this agreement that interest would be payable at the rate of base minus 4.95% per annum with the effective rate at the time of entering the agreement being 1.50%.
4. The parties further agreed that the plaintiff would pay the sum of CI\$24,313 on behalf of the defendant and at his request to the following persons and entities:

(1) Royal Bank of Canada – mortgage arrears	\$6,511.
(2) Digicel – phone arrears	\$3,407.
(3) Armando Ebanks – rent arrears	\$3,625.
(4) Scotiabank – credit card	\$2,080.
(5) Scotiabank – personal loan	\$8,690.
5. Pursuant the said agreement on the 29th September 2009 the Plaintiff paid by way of 5 cheques to the defendant payable to the persons and entities and in the sums as set out in paragraph 4 (1)-(5).
6. The said cheques were duly presented for payment and honoured by the Plaintiff.
7. The defendant further agreed to pay to the plaintiff the sum of CI\$250 by way of arrangement fee for the loan facility.
8. In breach of the terms of the agreement the Defendant has failed to make any repayments on the said loan.

9. Despite requests by the plaintiff for the defendant to remedy his breach of the terms of the agreement the defendant has failed to do so.
10. By so doing the Defendant in breach of contract repudiated the agreement and the plaintiff seeks repayment of all monies lent forthwith.

STATEMENT REGARDING INTEREST

1. The Plaintiff seeks pre and post judgment interest from the date of issue of the loan in accordance with the contractual term that interest would be payable at the rate of base minus 4.95% per annum with the effective rate at the time being of 1.50%.
2. The date from which interest is calculated is the 30th September 2009.
3. The amount of interest owing at date of issue of this Writ is CI\$452.31.
4. The amount of interest accruing each day thereafter is CI\$1.01

AND THE PLAINTIFF CLAIMS:

- (i) The said sum of CI\$24,565.
- (ii) Interest on the said sum of CI\$452.31 and pre and post judgment interest at the rate of CI\$1.01 per day.
- (ii) Costs of CI\$500.00, alternatively costs to be assessed plus filing fees.

If within the time for returning Acknowledgement of Service the Defendants pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$25,570.10 (inclusive of interest of CI\$480.10, costs of CI\$500 and filing fees of CI\$25) all further proceedings will be stayed.


Samson & McGrath

Attorneys for the Plaintiff

THIS WRIT was issued by Samson & McGrath, Attorneys for the Plaintiff whose address for service is 5th Floor Genesis Building, Genesis Close, P.O. Box 446 GT, George Town, Grand Cayman.



CAYMAN ISLANDS DEVELOPMENT BANK

September 16, 2009

Husam Otoneil Rochez
PO Box 982
Grand Cayman KY1-1102
CAYMAN ISLANDS

Dear Mr Rochez,

Offer Letter

The Cayman Islands Development Bank ("CIDB") is pleased to offer you a loan of CI\$24,565.00 on terms and conditions summarized below. The loan is being offered in accordance with the laws of the Cayman Islands.

TERMS AND CONDITIONS OF THE LOAN

Borrower:	Husam Otoneil Rochez
Purpose of the Loan:	Payment of Outstanding Debts
Loan amount:	CI\$24,565.00 (Twenty Four Thousand Five Hundred and Sixty Five, Cayman Islands Dollars.)
Interest:	Base minus 4.95% per annum (Effective rate for the time being 1.5%) [The rate of interest charged, and also the monthly instalment on this loan may be subject to variation from time to time in the future, in accordance with market forces on the rate for similar loans at CIDB. Such variation may be made upon three months prior written notice by CIDB and delivered to your last known mailing address as recorded on our files.]
Period of Loan:	4 years (48 months)
Monthly Installments:	CI\$528.00 (Five Hundred and Twenty-Eight Cayman Islands Dollars.)

Start date: September 30, 2009 End date: August 31, 2013.

¹ Base is currently 6.45% and shall be reviewed at a least twice annually on January 15th and June 15th respectively.





CAYMAN ISLANDS DEVELOPMENT BANK

Collateral Arrangements:

- (i) UNSECURED.

Other Conditions:

- (i) The loaned funds will be disbursed at the sole discretion of CIDB's Authorised Officers.
- (ii) An executed undertaking by the borrower to lodge with CIDB an irrevocable standing order authorizing the Borrower's banker to deduct the monthly loan payments from the Borrower's bank account in respect of the repayment of principal and interest on the loan and to remit same to CIDB.
- (iii) CIDB expressly reserves the right to assess and levy a late payment fee in respect of any payment or payments hereunder which are not made within 10 days of the due date thereof. The assessment that a payment or payments are late, and the amount of late payment fees payable shall be made by CIDB and such assessments are final and conclusive.
- (iv) In addition to the monthly instalments referred to above, the Borrower may at any time repay all or part of the monies and interest then owing under this agreement upon giving the Bank forty-five day's written notice of his intention to do so. Three months interest will be charged on the prepaid balance in lieu of such written notice, and any such payment must be in the amount of at least 20% of the outstanding principal and interest at the date of payment.
- (v) The client has agreed to make payments to this loan as follows (please tick ✓ those that apply):
 - By mailing a cheque for the monthly payment of the loan five clear days before the payment is due
 - By making payments in person to CIDB on or before the due date
 - By salary deduction arrangement from place of work: *Saint Ignace*
 - By standing order arrangement from main commercial banker:.....
 - by making deposit in person at any branch of Cayman National Bank (CNB) for relaying to CIDB and inserting the following information:
 1. Husam Otoniel Rochez
 2. Your CIDB loan payment account number:
.....
 3. CNB in-bank account number: SV012-28203



CAYMAN ISLANDS DEVELOPMENT BANK

Fees and charges: (included in loan)

i. Processing Fee - CI\$250.00

Kindly confirm your acceptance within 14 days of the above date; otherwise our offer of financing will automatically lapse.

We thank you for doing business with CIDB and look forward to a long and fruitful relationship with you.

Sincerely,

Ralph Lewis
General Manager

ACCEPTANCE OF THE CREDIT LINE

I, Husam Otoniel Rochez, accept the Loan of CI\$24,565.00 approved under the terms and conditions as stated in this Offer Letter.

.....
Husam Otoniel Rochez

23/9/9.....
Date



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.

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.

Samson & McGrath
Attorneys at Law
5th Floor Genesis Building
Genesis Close
PO Box 446
George Town
Grand Cayman

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