

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G0578 OF 2012

BETWEEN:

CALEDONIAN BANK LIMITED

Plaintiff

-AND-

JOHN FELDER

Defendant

WRIT OF SUMMONS

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 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

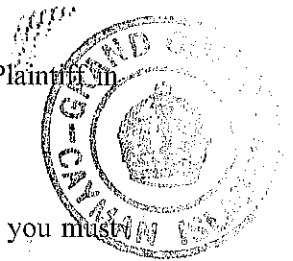
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 18th day of December 2012

NOTE -- This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of 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. The Plaintiff is a limited liability company with its registered office at 69 Dr Roys Drive, George Town, Cayman Islands and carries on business in the Cayman Islands as a bank.
2. The Defendant is a resident of the Cayman Islands.
3. On or about the 25 July 2012 the Defendant signed a promissory note in favour of the Plaintiff dated 25 July 2012 (the "Promissory Note"). The terms of the Promissory Note, include but are not limited to the following:
 - 3.1. That the Defendant will pay the Plaintiff the principal sum of \$17,500.00 (the "Principal Sum");
 - 3.2. That the Defendant will pay the Plaintiff all costs, fees and/or charges arising in connection with the Promissory Note;
 - 3.3. That the Defendant will pay the Plaintiff interest on the Principal Sum and any costs, fees or charges arising in connection with the Promissory Note at the rate of 10% per annum, compounded annually, from 25 July 2012 until payment of all amounts owed pursuant to the Promissory Note are paid in full (the "Interest");
 - 3.4. That the Defendant will pay all amounts owed to the Plaintiff under the Promissory Note on the earlier of 25 September 2012 or the date on which the Plaintiff makes demand for payment.
4. The Plaintiff loaned the Defendant CI\$17,500.00.
5. On or about the 25 September 2012 the Defendant defaulted under the Promissory Note by failing to pay the Plaintiff the amount owed under the Promissory Note.

6. On or about 10 December 2012 the Defendant owed the Plaintiff CI\$18,161.64 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$17,500 and interest of CI\$661.64.
7. By letter from the Plaintiff's attorneys to the Defendant dated 10 December 2012, the Plaintiff made demand for payment of the Debt.
8. The Defendant has failed or refused to pay the Debt.
9. In the circumstances the Plaintiff's claim is for principal of CI\$17,500; interest up until 10 December 2012 of CI\$661.64; interest from 10 December to the date of judgment at the contractual rate of 10% per annum; interest from the date of judgment to until the date on which all sums outstanding under the Promissory Note are paid in full at the contractual rate of 10% per annum, compounded annually; and costs on an indemnity basis.

AND THE PLAINTIFF CLAIMS:

- A. The Principal sum of CI\$17,500.00;
- B. Pre-Judgment interest at the contractual rate, being 10% per annum compounded annually in accordance with the terms of the Promissory Note; or
- C. Pre-Judgment interest in accordance with the Judicature Law and Judgment Debts (Rates of Interest) Rules;
- D. Post-Judgment interest at the contractual rate, being 10% per annum compounded annually in accordance with the terms of the Promissory Note; or
- E. Post-Judgment interest in accordance with the Judicature Law and Judgment Debts (Rates of Interest) Rules;
- F. Contractual costs, being costs on an indemnity basis; or

G. Costs;

H. Such other relief as this Honourable Court sees fit.

Dated this 18th day of December 2012

Broadhurst-llc

BROADHURST LLC.

This Writ of Summons and Statement of Claim are issued by Broadhurst LLC., Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, George Town or P.O. Box 2503, Grand Cayman KY1-1104, Cayman Islands.

INDORSEMENTS

LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is \$18,161.64 and is made up as follows:

Principal:	\$17,500.00
Interest to 10 December 2012:	\$661.64

The amount claimed in respect of costs is \$1,615.00 and is made up as follows:

Legal Fees:	\$1,090.00
Service of Letter of Demand:	\$125.00
Filing Fee for Writ of Summons:	\$200.00
<i>Ad Valorem</i> Fee:	\$75.00
Service of Writ of Summons:	\$125.00

If, within the time allowed to return the acknowledgement of service, the Defendant pays the Plaintiff or its attorneys-at-law \$19,776.64 plus interest at the rate of CI\$4.79 per day until the date of payment, being the total amount claimed in principal, interest and costs, further proceedings will be stayed.

INTEREST

Interest is claimed at the contractual rate of 10% per annum, compounded annually, pursuant to the Promissory Note signed by the Defendant and dated 25 July 2012.

Interest began to accrue under the Promissory Note on 25 July 2012. As at the date of demand, being 10 December 2012, the total interest claimed was \$661.64. Interest is continuing to accrue at the daily rate of \$4.79. The daily interest rate will increase on 25 July 2013 when interest is compounded.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2012
BETWEEN:
CALEDONIAN BANK LIMITED
-AND-
JOHN FELDER
Plaintiff
Defendant

ACKNOWLEDGEMENT 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
[Defendant in Person]
Address for service:

Please see 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 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.

BROADHURST LLC.
ATTORNEYS-AT-LAW
40 LINWOOD STREET,
GEORGE TOWN,
PO BOX 2503
CAYMAN ISLANDS, KY1-1104

Endorsement 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 endorsement]

**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 installments or otherwise.

See over for notes for guidance.

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, he must complete the form 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 authorized 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, an Attorney acting for a guardian *ad litem* must complete the form.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.