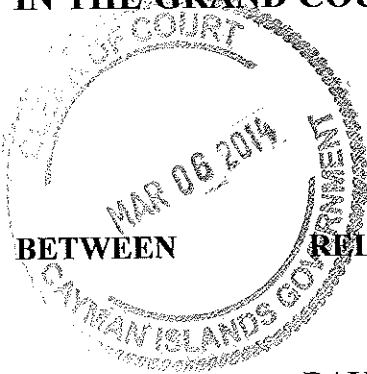


IN THE GRAND COURT OF THE CAYMAN ISLANDS

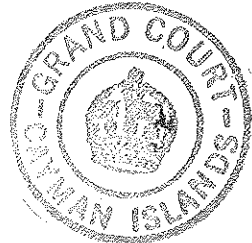


CAUSE NO: G 00 33 OF 2014

BETWEEN RELIABLE ROOFERS

PLAINTIFF

AND RAYBURN W. WATLER



WRIT OF SUMMONS

TO: Rayburn W. Watler
PO Box 17,
c/o LIME, North Sound Compound
North Sound, George Town
Grand Cayman, KY1-1101

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 6 day of March 2014.

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.

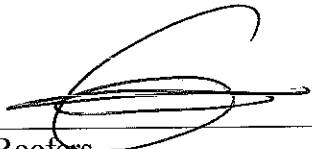
STATEMENT OF CLAIM

1. THAT the Defendant entered into a Construction Contract with Plaintiff on the 16th off December, 2010 construct a two storey apartment complex on Registration Section: Midland East, Block 59B/Parcel 31, Grand Cayman, Cayman Islands for the sum of \$334,512.00.
2. THAT the Plaintiff completed the Construction Contract in accordance with the passed plans and obtained a Certificate of Occupancy. The Property is passed by the Planning Dept., and the units were put on the market for sale and to date one of which has been sold.
3. THAT the Defendant owes a balance of CI\$27,100.00 to the Plaintiff being monies owed on the said Construction Contract.
4. THAT upon completion of the said Construction Contract the Plaintiff was to be paid in full, and the Defendant has failed to do so despite the unit being sold and the Defendant having received the monies.
5. THAT subsequent to the completion the Defendant offered the Plaintiff the balance of the monies due by instalments. That the Plaintiff requested a sum of CI\$250.00 monthly but the Defendant offered him CI\$300.00 monthly and commenced payments. The Defendant paid CI\$3900.00 by instalments of CI\$300.00 per month, but has failed to keep to his agreement to pay the instalments. The arrangement was also that on the sale of one of the units the Defendant would pay off the Plaintiff in full.
6. THAT the Plaintiff has made numerous attempts to collect the outstanding balance from the Defendant and has made efforts to do so. A Final Demand Letter dated Wednesday, June 12, 2013 was sent to the Defendant by Registered Post # RD 010702533 and hand delivered to the Defendant at his place of employment at LIME in the North Sound compound. A further letter dated February 24th, 2014 sent to the Defendant by hand delivering the same to the Defendants Attorney H. Phillip Ebanks on the 24th of February, 2014.

AND:

1. The Plaintiff is claiming the sum of **CI\$27,100.00** being the balance due on Construction Contract.
2. Interest on the said sum of CI\$27,100.00 at a rate to be determined by this Honourable Court.
3. Interest to continue until the matter is settled.
4. Cost to be taxed or agreed.
5. Any other relief that this Honourable Courts deems fit.

Dated the 6 day of MARCH, 2014



Reliable Roofers
Defendant

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.

IN THE GRAND COURT OF THE CAYMANLANDS

CAUSE NO:G

OF 2014

BETWEEN

RELIABLE ROOFERS

PLAINTIFF

AND

RAYBURN W. WATLER

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.

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

Reliable Roofers
134 North Sound Road, George Town
PO Box 357, Grand Cayman KY1-1501
Phone: 916-0391
Email: g.ebanks@candw.ky

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