

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. 169 OF 2014



BETWEEN:

FIRST CARIBBEAN INTERNATIONAL BANK (CAYMAN) LTD

AND:



GODFREY DAWKINS

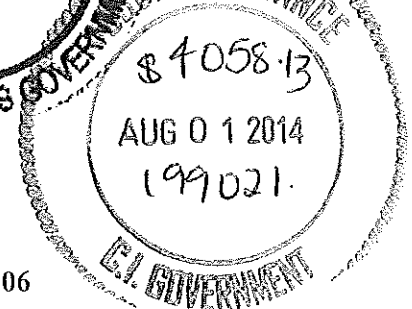
PLAINTIFF



DEFENDANT



WRIT OF SUMMONS



TO: Godfrey Dawkins of PO Box 31384, Grand Cayman KY1-1206

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 1st day of August 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.

This copy was stamped with the wrong date. The correct date is the 1st August, 2014

STATEMENT OF CLAIM

1. By an agreement dated 13th July 2010, the Plaintiff agreed to offer Green Thumb Nursery and Landscaping Ltd. ("Green Thumb") a non-revolving demand loan in the sum of US\$3,822,953.00 ("the Loan").
2. The Defendant is the sole director of Green Thumb.
3. By a Deed of Guarantee dated 19th May 2010 ("the Guarantee"), the Defendant guaranteed to the Plaintiff all of Green Thumb's debts limited to a principal sum of US\$3,822,953.00 plus interest and expenses in accordance with section 5. The Guarantee includes the following provisions:

"5. Payment on Demand

I will immediately pay FirstCaribbean International Bank on demand:

- a) the amount of the Customer's Debts..., plus any expenses (including all legal fees and disbursements) incurred by FirstCaribbean International Bank in enforcing any of FirstCaribbean International Bank's right under this Guarantee; and
- b) Interest (including interest on overdue interest, compounded monthly) on unpaid amounts due under this Guarantee calculated from the date on which those amounts were originally demanded until payment in full, both before and after judgement, at the rates (and in the currency) applicable to the corresponding Customer's Debts."

9. Exhausting Recourse. FirstCaribbean International Bank does not need to exhaust its recourse against the Customer or any other Person or under any Security FirstCaribbean International Bank may from time to time hold before being entitled to full payment from me under this Guarantee.

10. Absolute Liability

My liability under this Guarantee is absolute and unconditional.

15. Statement Conclusive

Except for demonstrable errors or omissions, the amount appearing to be due in any account stated by FirstCaribbean International Bank or settled between FirstCaribbean International Bank and the Customer will be conclusive as to the amount being due"

4. Green Thumb defaulted on the terms in or about January 2011 and has remained in default ever since despite numerous demands for payment.
5. On 8th August 2012, the Plaintiff entered into a Forbearance Agreement with Green Thumb and the Defendant. By clause 2 of the Forbearance Agreement, Green Thumb admitted and agreed that the balance outstanding at that time was \$3,710,679.58 and that the outstanding balance was due and payable.
6. By clause 3.2 of the Forbearance Agreement, Green Thumb and the Defendant agreed that the debt would attract interest at "the existing 6-month LIBOR plus a 5% pa spread.
7. Green Thumb subsequently breached the terms of the Forbearance Agreement.

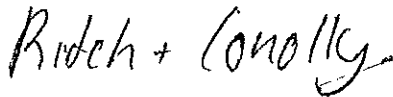
8. A Final Demand was served on the Defendant on 13th February 2014.
9. The amount outstanding in respect of the Loan as at 31st July 2014 is US\$ 3,846,694.67 which can be broken down as follows:
 - a. Principal amount: US\$ 3,197,829.65
 - b. Interest due: US\$ 647,605.02
 - c. Late fees due: US\$ 1,260.00
10. Pursuant to the terms of the loan and clause 3.2 of the forbearance agreement, the current rate of interest is 5.3335% p.a. and interest continues to accrue at a daily rate of US\$467.28

AND THE PLAINTIFF claims:

1. Principal amount: US\$ 3,197,829.65
2. Interest due: US\$ 647,605.02
3. Late fees due: US\$ 1,260.00
4. Interest in accordance with paragraph 10 above at a daily rate of US\$467.28;
5. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$ 3,846,694.67 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 1st day of August 2014



RITCH & CONOLLY
Attorneys for the Plaintiff

THIS WRIT was issued by Ritch & Conolly, Attorneys at Law for the Plaintiff, whose address for service is PO Box 1994, Queensgate House, 113 South Church Street, George Town, Grand Cayman, Cayman Islands KY1-1104

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FIRSTCARIBBEAN INTERNATIONAL BANK (CAYMAN) LTD

PLAINTIFF

AND:

GODFREY DAWKINS

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

[Defendant in person]

Address for service:

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.

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| Ritch & Conolly P.O. Box 1994 Grand Cayman KY1-1104 Ref: MJD/12769 |
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Endorsement 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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