

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: *Go008* OF 2015

BETWEEN:

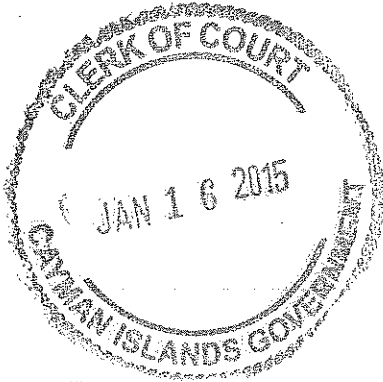
HARBOUR ADVISORS CAYMAN LTD

Plaintiff

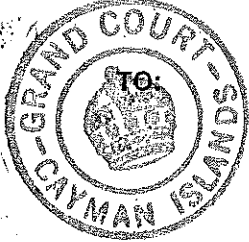
V.

BRETT ALBERT ALFRED CARRON

Defendant



WRIT OF SUMMONS



Brett Albert Alfred Carron
8 Hanson Street
London
England.
W1W 6TY

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 28 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, PO Box 495GT, 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 Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of January 2015

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 Acknowledgement of Service are given with the accompanying form.

GENERAL INDORSEMENT

1. The Defendant was employed by the Plaintiff (the '**Company**'), a company registered under the laws of the Cayman Islands, as a Member of the Company's Investment Committee pursuant to a contract of employment dated 1 May 2009 (the '**Employment Agreement**').
2. In addition, the Defendant was employed by Harbour Litigation Funding Ltd. ("**HLF**"), a company registered in England and Wales, as Chief Executive Officer pursuant to a contract of employment dated 1 May 2009 (the '**HLF Employment Agreement**').
3. On 29 May 2009, the Defendant was issued with 10 Ordinary Shares in the capital of the Company.
4. On 3 December 2009, the Defendant was issued with 100 Ordinary Shares in the capital of the Company.
5. On 6 December 2010, the Company adopted a Management Incentive Plan (the '**MIP**'). The MIP provides that its "validity, construction, interpretation and effect shall be governed and construed by and determined in accordance with the laws of the Cayman Islands". The MIP applied to the grant of all of the Plaintiff's shares (whether or not vested) either prior to or after 6 December 2010, including the afore-mentioned Ordinary Shares issued to the Defendant.
6. Pursuant to the terms of the MIP, the Defendant's unvested shares would immediately be forfeited upon his ceasing to be employed by the Company and, in addition, the Defendant's shares (whether vested or unvested) would be forfeited in the event that the Defendant was in violation of a material provision of the non-competition and/or non-solicitation restrictions in either the Employment Agreement and/or the HLF Employment Agreement.
7. On 31 January 2014, the Defendant was given six months' notice of termination of both the Employment Agreement and the HLF Employment Agreement.
8. In or about early March 2014, the Defendant solicited a critical employee of the Plaintiffs to work with or for him and/or a fund and/or a company in competition with the Plaintiff in breach

of the non-competition and/or non-solicitation restrictions contained within the Employment Agreement and/or the HLF Employment Agreement.

9. In or about early March 2014, the Defendant solicited, enticed and/or induced representatives of investors in the Plaintiff's funds to propose establishment of a competitor fund and/or company in breach of the non-competition and/or non-solicitation restrictions contained within the Defendant's Employment Agreement and/or in the HLF Employment Agreement.
10. On 1 October 2014, as a result of the breaches of the non-competition and/or non-solicitation restrictions in the Employment Agreement and/or the HLF Employment Agreement, the Board of Directors of the Plaintiff resolved that the Defendant's shares had been forfeited pursuant to the terms of the MIP and on 6 October 2014 the Board of Directors resolved that the shares were deemed to have been surrendered and cancelled and this was duly recorded in the Company's Register of Members.
11. By letter dated 20 November 2014, the Defendant's English solicitors, Slater & Gordon, ("**Slater & Gordon**") wrote to the Plaintiff stating that the Defendant disputed the validity of the forfeiture of the Defendant's shares.
12. By way of a further letter dated 2 December 2014 addressed to the Company, Slater & Gordon again indicated that the Defendant did not accept the validity of the forfeiture of the Defendant's shares.

The Plaintiff seeks:

1. A declaration that the vested and unvested shares in the capital of the Company issued to the Defendant have been forfeited pursuant to the terms of the Management Incentive Plan;
2. Damages;
3. Further and/or other Relief
4. Costs.

Stuarts Walker Hersant Humphries

STUARTS WALKER HERSANT HUMPHRIES

Attorneys-at-Law for the Plaintiff

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2015

BETWEEN:

HARBOUR ADVISORS CAYMAN LTD

Plaintiffs

V.

BRETT ALBERT ALFRED CARRON

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 of Summons is acknowledged accordingly

(Signed) _____

Defendant / Attorney for the Defendant

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her should be sent. In the case of a limited company "residence" means its registered or principal office.

Indorsement by Plaintiffs' Attorney (or by Plaintiff if suing in person) of his/her name, address and reference, if any, in the box below.

STUARTS WALKER HERSANT HUMPHRIES

Attorneys-at-Law

4th Floor, Cayman Financial Centre

36A Dr. Roy's Drive

P.O. Box 2510 GT

George Town

Grand Cayman, KY1-1104

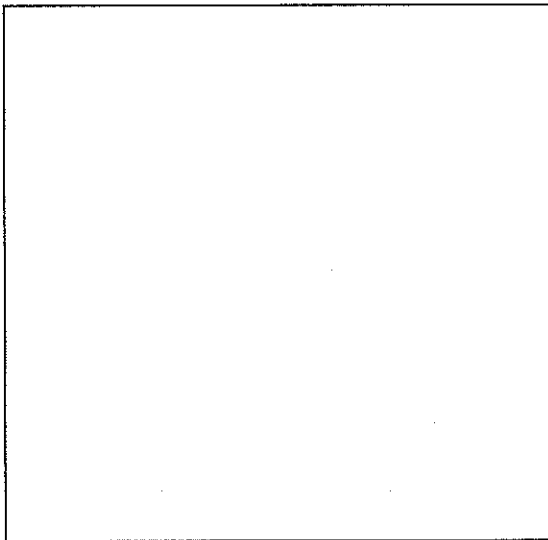
Cayman Islands

Tel: 345 949 3344

Fax: 345 949 2888

Ref: **AA/RTWA - 6167**

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.

A large empty rectangular box with a black border, intended for the defendant's attorney or the defendant to provide an endorsement. The box is currently blank.

DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO Box 495, 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 of Guidance

Notes for Guidance:

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 28 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/her.
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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.