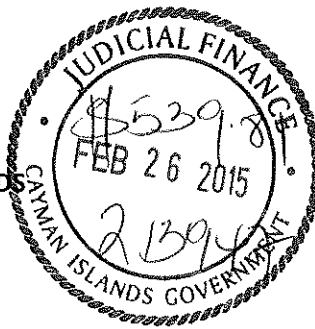


IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION



CAUSE NO: GC 0031 OF 2015

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

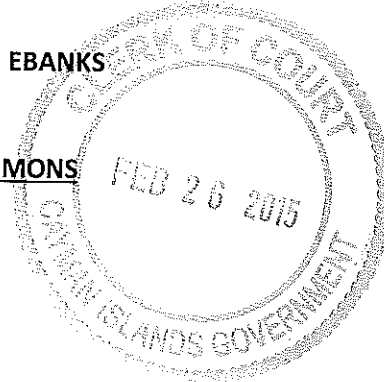
ERNEST AUSTIN EBANKS

DEFENDANT

TO:

Ernest Austin Ebanks  
Body Sculpture Fitness,  
Mirco Centre,  
Grand Cayman

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 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 <sup>th</sup>26 day of February 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 Acknowledgment of Service are given with the accompanying form.

**STATEMENT OF CLAIM**

1. The Plaintiffs are bankers carrying on business at their branch on Dr. Roys Drive, George Town, Cayman Islands.
2. On the 24<sup>th</sup> November 2010 the Plaintiff offered to lend to the Defendant the sum of CI\$42,890 and the said offer was accepted by way of signed acceptance on the 26<sup>th</sup> November 2010.
3. The salient terms of the agreement between the parties were as follows:
  - 3.1 the plaintiff will loan the sum of CI\$42,890 to the defendant subsequent to signing of the requisite loan documentation.
  - 3.2 That the defendant will repay the principal together with interest by monthly installments of CI\$669 over a period of 84 months commencing 31 January 2011.
  - 3.3 That interest shall be charged at the rate of base plus 1.55% to an effective rate of 8% on the principal amount disbursed and outstanding.
  - 3.4 That upon default of payment of any installment that the balance unpaid together with interest was immediately due and payable.
4. The plaintiff agreed to the terms of the loan and an agreement was entered into in writing by the Plaintiff and 1<sup>st</sup> Defendant on the 26<sup>th</sup> November 2010.
5. In accordance with the terms as set out at paragraph 3 above and with the said loan agreement the Plaintiff lent to the Defendant the sum of CI\$42,890 by way of payments of CI\$30,195 on the 26<sup>th</sup> November 2010 and \$12,695 on the 22<sup>nd</sup> December 2010.

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6. In breach of the agreement the Defendant failed to make repayments on the said loan in accordance with the repayment schedule and on the 19<sup>th</sup> July 2013 the Plaintiff demanded repayment of the entire sum owing of \$41,798 from the defendant at that time.
7. In the premises, the Defendant is indebted to the Plaintiff in the sum of CI\$43,981.20 as of the date of the 20<sup>th</sup> February 2015.

Particulars

Principal	\$40,695.14
Interest	\$3,286.06

A copy of the loan account particularising the interest and principal amount is annexed to this statement of claim.

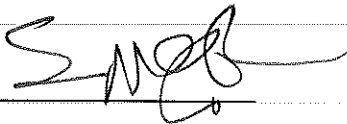
8. The Plaintiff also claims interest on the said sum owing at 8% per annum from the 20<sup>th</sup> February 2015.

10. **STATEMENT REGARDING INTEREST**

- a) The Plaintiff seeks pre and post judgment interest from the date of issue of proceedings at the contractual rate of base plus 1.55% to an effective rate of 8% on the unpaid principal balance until payment and in accordance with the provisions of the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- b) The interest rate claimed is 8% or in the alternative as per the Judgment Debt (Rates of Interest) Rules at 2 3/8% per annum.
- c) Interest is claimed on the sum claimed from the 20<sup>th</sup> February 2015.
- d) The amount of interest owing at date of issue of this Plaint is \$53.51.
- e) The amount of interest accruing each day following the issue of this Plaint is CI\$8.91.

**AND THE PLAINTIFF CLAIMS:**

- (i) The said sum of CI\$43,981.20
- (ii) (ii) Pre and post judgment Interest on the said sum in accordance with the terms of the agreement and the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time
- (iii) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service



**Samson & McGrath**

**Attorneys for the Plaintiff**

**Endorsement**

If within the time for returning Acknowledgement of Service the Defendants pay to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$43,981.20 and all filing fees, ad valorem fees, and all interest claimed all further proceedings will be stayed.

## CAYMAN ISLANDS DEVELOPMENT BANK

### LOAN AGREEMENT

AN AGREEMENT made between the **CAYMAN ISLANDS DEVELOPMENT BANK** (hereinafter referred to as "the Bank") of the first part and **ERNEST AUSTIN EBANKS** of PO Box 10216, Grand Cayman KY1-1002, CAYMAN ISLANDS hereinafter referred to as "the Borrower", which expression shall where the context so admits include their heirs, executors, administrators and assigns) of the second part.

WHEREAS the Bank is a body corporate having perpetual succession, established under the Development Bank Law (2004 Revision) and expressly empowered by the said Law to grant loans in accordance with the said Law;

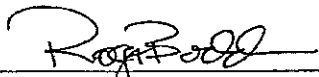
AND WHEREAS the Borrower wishes to borrow money from the Bank THIS AGREEMENT NOW WITNESSETH THAT: the Bank in accordance with the provisions of the said Law and of this agreement.


1. The Bank will lend the Borrower the sum of **CI\$42,890.00 (Forty Two Thousand Eight Hundred and Ninety Cayman Islands Dollars)** (hereinafter referred to as "the loan") upon the terms and conditions hereinafter set out.
2. To provide assist in financing the relocation of business T/A "Body Sculptor".
3.
  - (a) That the Borrower will repay the principal sum to the Bank with interest at a variable rate of 8.0% (Base<sup>1</sup> plus 1.55% per annum, Base currently being 6.45%) by equal monthly installments of **CI\$669.00 (Six Hundred and Sixty Nine Cayman Islands Dollars)** over a period of 7 years (84 months) (payments of less than the amount due being appropriated first to interest and then to principal).
  - (b) The accrual of interest hereunder will commence from the date of the first disbursement and payments of same will be made on a monthly basis from the said date.
  - (c) **If default** be made in the payment of any installment the balance of the said principal sum then remaining unpaid together with the interest as aforesaid then accrued shall become immediately due and repayable and may be sued for forthwith and/or enforced against any and all of the securities entered into in pursuance of clause 4 hereof, and shall bear interest at the rate of **Base plus 3.55% per annum** from the date of such default until the date of payment, such rate of interest being hereby agreed to be inclusive of liquidated damages.
4. In order to secure the repayment of the loan, the payment of interest thereon, and payment of any and all other sums that are or might become due under the terms hereof, the Borrower ha not provided security for the loan granted.
5. The Borrower will:
  - (a) Apply the proceeds of the loan only for the purposes for which it was made as set out herein;
  - (b) Permit officers and servants of the Bank, or such other persons as may be authorized in writing by the Bank, to make such examination as the Bank may consider from time to time to be necessary to ensure that the loan is being applied for the purposes set out herein, and in particular produce on demand to such officers, servants or persons all such books, documents and other matters and things as they may require for the purposes of such examination;
  - (c) Confine the use of all property or things obtained by means of the loan exclusively to the furtherance of the purposes of the loan, unless expressly authorized by the Bank in writing to use the property or things concerned for any other purpose specified in such authorization;
  - (d) Take all reasonable care to ensure that all purchases made with the loan are of satisfactory quality and are obtained at the lowest available cost;
  - (e) Not, during the currency of this agreement, sell, assign, charge, dispose (whether for value or not), or otherwise part with possession of any property obtained by means of or with the assistance of the loan, without the express consent in writing of the Bank;


- (f) Not borrow monies from any other source during the currency of this agreement for the purposes of the loan as set out herein without the express consent in writing of the Bank;
  - (g) The borrower must set up with a commercial bank an irrevocable standing order to facilitate the monthly payments on the loan;
  - (h) The business will be subject to an annual review with the timing to be determined in consultation with the borrower;
  - (i) The borrower must maintain accounting records to facilitate monitoring by the CIDB and to evaluate its own performance on an ongoing basis;
  - (j) The business must submit annual financial statements to the CIDB no later than ninety (90) days of its year end.
  - (k) The business is subject to an annual review by the CIDB officers at a time to be agreed between the borrower and the Bank.
6. The Borrower will pay all outgoings occasioned by the making of this agreement or incidental to its operation or enforcement, including but not limited to all administrative expenses and legal fees, and will also pay all stamp duties, taxes, imposts and other charges whatsoever upon or concerning it and upon or concerning any securities or other documents relating to it.
7. (a) So long as any money remains owing under this agreement the Borrower will at all times keep any and all materials, machinery and equipment purchased for the furtherance of the purposes of the loan insured against all risks with some insurance company approved by the Bank, or in the absence of such nomination with a reputable insurance company, to the full insurable value of the goods concerned, in the joint name of the Bank and the Borrower and will pay all premiums necessary for effecting and keeping up such insurance and will on demand in writing produce (and if required) deliver to the Bank the policy or policies of such insurance together with the receipt of each such premium payment. If default shall at any time be made by the Borrower in effecting and keeping up such insurance the Bank may insure and keep insured the goods concerned to their full value, and all monies expended by the Bank for such purpose, together with interest thereon at the same rate as that to be paid on the loan as provided for by clause 3 hereof, shall on demand be repaid to the Bank by the borrower, and until such payment, shall be charged on any and all property real or personal charged with the repayment of the loan.
- (b) In the event of any insurance monies becoming due under any policy taken out pursuant to clauses 4 (b) and 7 (a) hereof the same shall be expended in replacing, repairing or reinstating the goods concerned unless the Bank in writing waives this requirement.
8. The Borrower may at any time repay all the monies and interest then owing under this agreement upon giving the Bank forty-five (45) days written notice of his intention to do so. Three (3) months interest will be charged on the prepaid balance in lieu of such written notice.
9. The Bank may at its entire discretion and on such terms as it thinks fit extend the time for repayment of any principal monies and interest owing under this agreement, and may compound, release or vary the terms of repayment thereof.
10. If any default is made in the performance or observance of any of the terms hereof, other than the terms as to repayment of the loan and interest thereon, the Bank may, without prejudice to any other rights or remedies that it may have, give written notice to the Borrower to rectify the said default forthwith and in the event that the Borrower should fail to comply with such a notice within one week of service the balance of the principal monies then outstanding together with any interest accrued thereon or upon any installments, shall become immediately due and payable and may be sued for forthwith and/or enforced against any and all of the securities entered into in pursuance of clause 4 hereof.

AS WITNESS the hands of the parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signed by:  BORROWER  
ERNEST AUSTIN EBANKS

In the presence of  WITNESS  
(Justice of the Peace/Notary Public)  
Roger A Boddan  
Notary Public in and for the Cayman Islands  
My commission expires on 31/11

Signed on behalf of the Bank by:   
Authorized Signatory

In the presence of  WITNESS

**CAYMAN ISLANDS DEV. BANK 36R DOCTOR RO**  
 GEORGE TOWN  
 CAYMAN ISLANDS, B.W.I.

CURRENCY: KYD

CONTRACT: 3301839

STATEMENT PERIOD: 24/11/10 TO 23/02/15

**LOAN STATEMENT**

ERNEST EBANKS  
 P.O. BOX 10216  
 GRAND CAYMAN KY1-1002

LOAN PURPOSE: BUSINESS LOAN INT PDM: 8.36

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
24 NOV 10	Advance	30,195.00		0.00
26 NOV 10	Advance			30,195.00
30 NOV 10	Int. -scheduled calc	26.47		
30 NOV 10	Interest payment		26.47-	
22 DEC 10	Advance	12,695.00		
22 DEC 10	Int. - loan increase	145.60		42,890.00
31 DEC 10	Int. -scheduled calc	84.60		
31 DEC 10	Interest payment		230.20-	
01 JAN 11	Int. -statement date	9.40		
31 JAN 11	Int. -scheduled calc	282.02		
31 JAN 11	Interest payment		291.42-	
03 FEB 11	Blended payment due	548.09		
28 FEB 11	Int. -scheduled calc	263.22		42,890.00
28 FEB 11	Blended payment due	669.00		
28 FEB 11	Blended payment		95.91-	42,890.00
02 MAR 11	Int. - loan payment	18.80		
02 MAR 11	Blended payment		573.09-	42,503.02
31 MAR 11	Int. -scheduled calc	270.16		
31 MAR 11	Blended payment due	669.00		
31 MAR 11	Blended payment		95.91-	42,503.02

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
01 APR 11	Int. -statement date	9.32		
12 APR 11	Late fee Blind Calc	25.00		
18 APR 11	Int. - loan payment	158.37		
18 APR 11	Blended payment		573.09-	42,271.87
18 APR 11	Late fee Blind pymt		25.00-	42,271.87
02 MAY 11	Int. -scheduled calc	129.71		
02 MAY 11	Blended payment		70.91-	42,271.87
02 MAY 11	Blended payment due			
12 MAY 11	Late fee Blind Calc	25.00		
31 MAY 11	Int. -scheduled calc	268.69		
31 MAY 11	Blended payment due			
10 JUN 11	Late fee Blind Calc	25.00		
30 JUN 11	Int. -scheduled calc	277.95		
30 JUN 11	Blended payment due			
01 JUL 11	Int. -statement date	9.27		
13 JUL 11	Late fee Blind Calc	25.00		
01 AUG 11	Int. -scheduled calc	287.22		
01 AUG 11	Blended payment due			42,271.87
31 AUG 11	Int. -scheduled calc	277.95		
31 AUG 11	Blended payment due			
06 SEP 11	Advance	1,078.85		
06 SEP 11	Int. - rate changed	55.59		
06 SEP 11	Interest payment		1,003.85-	43,350.72
06 SEP 11	Late fee Blind pymt		75.00-	
30 SEP 11	Int. -scheduled calc	213.78		
30 SEP 11	Blended payment due	665.00		
01 OCT 11	Int. -statement date	8.91		
31 OCT 11	Int. -scheduled calc	267.23		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 OCT 11	Blended payment due	665.00		43,350.72
10 NOV 11	Late fee Blind Calc	25.00		
30 NOV 11	Int. -scheduled calc	267.23		
30 NOV 11	Blended payment due	665.00		
09 DEC 11	Int. - loan payment	80.17		
09 DEC 11	Blended payment		640.00-	43,350.72
09 DEC 11	Late fee Blind pymt		25.00-	
12 DEC 11	Late fee Blind Calc	25.00		
01 JAN 12	Int. -statement date	204.88		
03 JAN 12	Int. -scheduled calc	17.82		
03 JAN 12	Blended payment due	665.00		
13 JAN 12	Late fee Blind Calc	25.00		
17 JAN 12	Int. - loan payment	124.71		
17 JAN 12	Blended payment		945.24-	43,350.72
19 JAN 12	Late fee Blind pymt		50.00-	43,181.83
31 JAN 12	Int. -scheduled calc	124.22		
31 JAN 12	Blended payment due	665.00		
10 FEB 12	Late fee Blind Calc	25.00		
29 FEB 12	Int. -scheduled calc	257.32		
29 FEB 12	Blended payment due	665.00		
29 FEB 12	Blended payment		640.00-	42,923.37
29 FEB 12	Late fee Blind pymt		25.00-	
12 MAR 12	Late fee Blind Calc	25.00		
01 APR 12	Int. -statement date	282.24		
02 APR 12	Int. -scheduled calc	8.82		
02 APR 12	Blended payment due	665.00		42,923.37
16 APR 12	Late fee Blind Calc	25.00		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
24 APR 12	Int. - loan payment	194.04		
24 APR 12	Blended payment		615.00-	42,793.47
24 APR 12	Late fee Blind pymt		50.00-	
30 APR 12	Int. -scheduled calc	52.76		
30 APR 12	Blended payment due	665.00		
10 MAY 12	Late fee Blind Calc	25.00		
31 MAY 12	Int. -scheduled calc	272.59		
31 MAY 12	Blended payment due	665.00		
07 JUN 12	Int. - loan payment	61.55		
07 JUN 12	Blended payment		1,380.00-	41,800.37
07 JUN 12	Late fee Blind pymt		25.00-	
01 JUL 12	Int. -statement date	206.14		
03 JUL 12	Int. -scheduled calc	17.18		
03 JUL 12	Blended payment due	665.00		
04 JUL 12	Int. - loan payment	8.59		
04 JUL 12	Blended payment		665.00-	41,367.28
31 JUL 12	Int. -scheduled calc	229.50		
31 JUL 12	Blended payment due	665.00		
13 AUG 12	Int. - loan payment	110.50		
13 AUG 12	Blended payment		1,355.00-	40,352.28
31 AUG 12	Int. -scheduled calc	149.25		
31 AUG 12	Blended payment due	665.00		
12 SEP 12	Late fee Blind Calc	25.00		
01 OCT 12	Int. -statement date	257.04		
01 OCT 12	Blended payment due	665.00		
08 OCT 12	Int. - loan payment	58.04		
08 OCT 12	Blended payment		665.00-	40,151.61
08 OCT 12	Late fee Blind pymt		25.00-	

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 OCT 12	Int. -scheduled calc	189.76		
31 OCT 12	Blended payment due	665.00		
13 NOV 12	Late fee Blind Calc	25.00		
30 NOV 12	Int. -scheduled calc	247.51		
30 NOV 12	Blended payment due	665.00		
12 DEC 12	Late fee Blind Calc	25.00		40,151.61
20 DEC 12	Int. - loan payment	165.01		
20 DEC 12	Blended payment		640.00-	
20 DEC 12	Late fee Blind pymt		50.00-	40,113.89
31 DEC 12	Int. -scheduled calc	90.67		
31 DEC 12	Blended payment due	665.00		
01 JAN 13	Int. -statement date	8.24		
31 JAN 13	Int. -scheduled calc	247.28		
31 JAN 13	Blended payment due	665.00		
28 FEB 13	Int. -scheduled calc	230.79		
28 FEB 13	Blended payment due	665.00		
01 APR 13	Int. -statement date	263.76		
02 APR 13	Int. -scheduled calc	8.24		40,113.89
02 APR 13	Blended payment due	665.00		
30 APR 13	Int. -scheduled calc	230.79		
30 APR 13	Blended payment due	665.00		
31 MAY 13	Int. -scheduled calc	255.52		
31 MAY 13	Blended payment due	665.00		
01 JUL 13	Int. -statement date	255.52		
02 JUL 13	Int. -scheduled calc	8.24		
02 JUL 13	Blended payment due	665.00		
31 JUL 13	Int. -scheduled calc	239.03		

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
31 JUL 13	Blended payment due	665.00		
02 SEP 13	Int. -scheduled calc	272.01		
02 SEP 13	Blended payment due	665.00		40,113.89
04 SEP 13	Advance	191.25		40,305.14
04 SEP 13	Int. - loan increase	16.49		
30 SEP 13	Int. -scheduled calc	215.33		
30 SEP 13	Blended payment due	665.00		
01 OCT 13	Int. -statement date	8.28		
31 OCT 13	Int. -scheduled calc	248.46		
31 OCT 13	Blended payment due	665.00		
02 DEC 13	Int. -scheduled calc	265.02		
02 DEC 13	Blended payment due	665.00		
31 DEC 13	Int. -scheduled calc	240.17		
31 DEC 13	Blended payment due	665.00		40,305.14
01 JAN 14	Int. -statement date	8.28		
17 JAN 14	Advance	390.00		40,695.14
17 JAN 14	Int. - loan increase	132.51		
31 JAN 14	Int. -scheduled calc	117.07		
31 JAN 14	Blended payment due	665.00		
12 FEB 14	Int. - loan payment	100.34		
12 FEB 14	Blended payment.		1,300.00-	
28 FEB 14	Int. -scheduled calc	133.79		40,695.14
28 FEB 14	Blended payment due	665.00		
31 MAR 14	Int. -scheduled calc	259.22		
31 MAR 14	Blended payment due	665.00		
01 APR 14	Int. -statement date	8.36		
02 APR 14	Int. - loan payment	8.36		40,695.14
02 APR 14	Blended payment		665.00-	40,695.14

DATE	TRAN. DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	PRINCIPAL BALANCE
30 APR 14	Int. -scheduled calc	234.14		
30 APR 14	Blended payment due	665.00		
29 MAY 14	Int. - loan payment	242.50		
29 MAY 14	Blended payment		1,330.00-	40,695.14
02 JUN 14	Int. -scheduled calc	33.45		
02 JUN 14	Blended payment due	665.00		
30 JUN 14	Int. -scheduled calc	234.14		
30 JUN 14	Blended payment due	665.00		
01 JUL 14	Int. -statement date	8.36		
31 JUL 14	Int. -scheduled calc	250.86		
31 JUL 14	Blended payment due	665.00		40,695.14
01 SEP 14	Int. -scheduled calc	267.58		
01 SEP 14	Blended payment due	665.00		
30 SEP 14	Int. -scheduled calc	242.50		
30 SEP 14	Blended payment due	665.00		
01 OCT 14	Int. -statement date	8.36		
31 OCT 14	Int. -scheduled calc	250.86		
31 OCT 14	Blended payment due	665.00		
01 DEC 14	Int. -scheduled calc	259.22		
01 DEC 14	Blended payment due	665.00		
31 DEC 14	Int. -scheduled calc	250.86		
31 DEC 14	Blended payment due	665.00		
01 JAN 15	Int. -statement date	8.36		
02 FEB 15	Int. -scheduled calc	267.58		
02 FEB 15	Blended payment due	665.00		40,695.14

**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.

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**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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS  
CIVIL DIVISION

CAUSE NO: GC OF 2015

BETWEEN:

CAYMAN ISLANDS DEVELOPMENT BANK

PLAINTIFF

AND:

ERNEST AUSTIN EBANKS

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.

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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

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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

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Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for the Plaintiff

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.

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

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]