

IN THE GRAND COURT OF THE CAYMAN ISLANDS

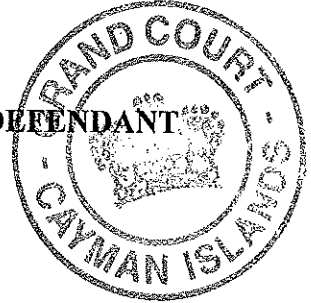
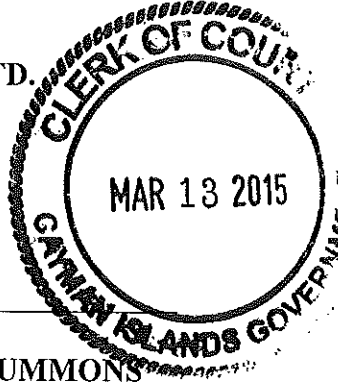
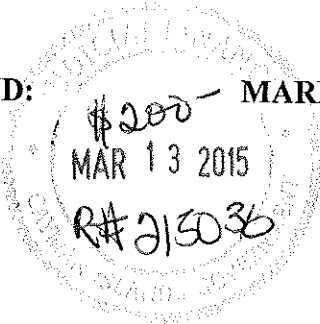
CAUSE NO. *Good* OF 2015

BETWEEN: CELEBRATIONS LTD.

PLAINTIFF

AND: *#200 -* MARIO RANKIN

DEFENDANT



WRIT OF SUMMONS

TO: Mario Rankin of, P.O. Box 947 Grand Cayman KY1-1503, Cayman Islands.

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 Courts Office, P.O. Box 495, 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 13<sup>th</sup> day of March 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.**

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**STATEMENT OF CLAIM**

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1. The Plaintiff is a Company duly incorporated in the Cayman Islands and having its registered office at P.O. Box 32338, Grand Cayman KY1-1209, Cayman Islands.
2. The Defendant is a resident of the Cayman Islands.
3. The Plaintiff claims the sum of GBP£578,885.10 balance of principal and interest due to it as the payee of a promissory note executed on 8<sup>th</sup> November 2012, of which a copy is attached hereto.
4. The loan was to be paid in monthly installments of GBP£49,797 on or before the 8<sup>th</sup> day of each month and in any event to be repaid in full on or before the 8<sup>th</sup> November, 2013 with interest thereon at the rate of 12% per annum the Defendant made payments totaling GBP£62,345.90 and has not made any further payments.
5. The balance outstanding as at the date of filing hereof is the sum of GBP£471,191.10 plus interest of GBP£107,664.00.
6. The Loan was to be secured by (1) the full assignment to the Plaintiff of all leases in the Defendant's name or entities owned or controlled by the Defendant of Grand Harbour Development, (2) 2010 Ferrari Scaglietti registered to the Defendant with vehicle identification number/chassis number ZFFJY54C000172735 and engine number 160959 (3) Promissory Note executed by the Defendant and (4) cash collateral held by the Defendant and or his custodians, banks or agent(s). The Defendant defaulted in the said security and transferred the Ferrari to a third party without notice to the Plaintiff, and failed to keep the sum of USD\$500,000 cash as security for the Loan.
7. The Defendant has failed to discharge the indebtedness to the Plaintiff and the sum of GBP£578,885.10 remains outstanding.

AND the Plaintiff claims:

- (1) The sum of GBP£471,191.10(to be determined) with respect to the balance of the principal amount;
- (2) Contractual interest at the rate of 12% per annum in the sum of GBP£107,664.00.

- (3) Interest on all sums due found to the Plaintiff pursuant to S. 34 Judicature Law (2004 Revision) at such rate and for such period as may be just.
- (4) Costs.
- (5) Such Further or other relief as may be deemed just by this Honourable Court.

Dated this 13<sup>th</sup> March, 2015.



**Waide DaCosta**  
**Attorney-at-Law for the Plaintiff**

**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 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 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 leaf for notes for guidance*

## Notes of 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 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2015

BETWEEN: CELEBRATIONS LTD. PLAINTIFF

AND: MARIO RANKIN DEFENDANT

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ACKNOWLEDGMENT OF SERVICE

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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 of Summons is being acknowledged.

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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

**Attorney-at-Law, on behalf of the Defendant**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not be represented 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 principal office.

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

**Waide DaCosta  
Attorney-at-Law  
P.O. Box 591  
Unit #1, 3<sup>rd</sup> Flr., Thompson Bldg.  
George Town  
Grand Cayman KY1-1502  
CAYMAN ISLANDS**

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