

IN THE GRAND COURT OF THE CAYMAN ISLANDS



90100

BETWEEN:

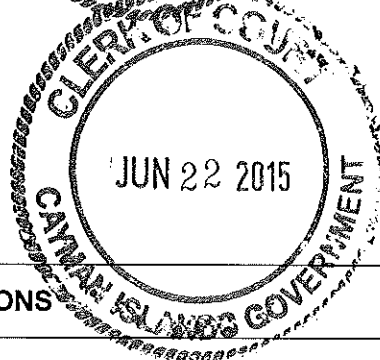
FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED

CAUSE NO. OF 2015



AND:

DEANNA CARLE



Plaintiff

Defendant

WRIT OF SUMMONS

TO: Deanna Carle
68 Hope Drive
PO Box 10854
Grand Cayman KY1-1007
CAYMAN ISLANDS

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of FirstCaribbean House, 25 Main Street, PO Box 68, Grand Cayman KY1-1102, Cayman Islands, in respect of the claim set out on the next page.

Within 14 days after 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 495, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgment of Service form stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or fail to return the Acknowledgment of Service form within the time stated, or if you return the Acknowledgment of Service 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 day of 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.

This WRIT was issued by Ogier, Attorneys at Law for the Plaintiff, whose address for service is: 89 Nexus Way, Camana Bay, Grand Cayman KY1-9007, Cayman Islands
(Reference: RAR/CTL/NSL/402337.00044).

STATEMENT OF CLAIM

1. The Plaintiff, FirstCaribbean International Bank (Cayman) Limited, is a retail bank carrying on business at its branch at FirstCaribbean House, 25 Main Street, P.O. Box 68, Grand Cayman KY1-1102, Cayman Islands, and elsewhere.
2. The Defendant is and was at all material times a customer of the Plaintiff at the said branch.
3. On 27 April 2007, Service Solutions Group Ltd. (the "**Company**") entered into an agreement in writing with the Plaintiff (the "**Loan Agreement**") in terms on which the Plaintiff agreed to loan to the Company the sum of CI\$35,000.00, which amount together with interest accruing at the rate of 11.25% per annum was to be repayable by the Company by way of monthly amortised repayments of about CI\$1,150.02 (each representing blended payments of principal and interest) over a period of 36 months (the "**Loan**").
4. The purpose of the Loan was to pay-off an excess position on the Company's current account, plus interest, a credit card balance and associated fees.
5. The Loan Agreement to which the Plaintiff will refer as may be necessary for its full terms, meaning and effect, provided, *inter alia*, as follows:

"Security: *Debenture over the fixed and floating assets of Service Solutions Group Ltd. to be registered and stamped to cover US\$35,000.00*

Guarantee and postponement of claim by Neil Carle in an amount to cover CI\$35,000.00

Guarantee and postponement of claim by Deanna Carle in an amount to cover CI\$35,000.00"
6. Pursuant to the Loan Agreement, on 8 May 2007, the Defendant entered into a Guarantee and Postponement of Claim with the Plaintiff (the "**Guarantee**") and agreed to guarantee payment to the Plaintiff (forthwith after demand) of the liabilities which the Company has incurred or is under or may incur or be under to the Plaintiff.
7. The Guarantee to which the Plaintiff will refer as may be necessary for its full terms meaning and effect, provided, *inter alia*, as follows:

Paragraph 3, Part 1

"That FirstCaribbean International Bank shall not be bound to exhaust its recourse against the [the Company] or other parties or the securities it may hold before being entitled to payment from the Guarantor under this guarantee."

Paragraph 5, Part 1

"That this shall be a continuing guarantee and shall cover present liabilities (if any) of [the Company] to FirstCaribbean International Bank and all liabilities incurred after the date hereof and shall apply to and secure any ultimate balance due or remaining due to FirstCaribbean International Bank and shall be binding as a continuing security on the Guarantor, provided that the Guarantor or the executors or administrators of the Guarantor may determine his or their further liability under this guarantee by thirty days' written notice given to the branch of FirstCaribbean International Bank at which this guarantee is held and this guarantee shall not apply to any liabilities of [the Company] to FirstCaribbean International Bank incurred after the expiration of thirty days from the date of the receipt of such notice by the said branch."

Paragraph 7, Part 1

"All moneys, advances, renewals and credits in fact borrowed or obtained from FirstCaribbean International Bank shall be deemed to form part of the liabilities hereby guaranteed notwithstanding any incapacity, disability or lack of limitation of status or of power of [the Company] or of the directors, partners or agents thereof, or that [the Company] may not be a legal entity, or any irregularity, defect of informality in the borrowing or obtaining of such moneys, advances, renewals or credits; and any amount which may not be recoverable from the Guarantor on the footing of a guarantee shall be recoverable from the Guarantor as principal debtor in respect thereof and shall be paid to FirstCaribbean International Bank after demand therefor as hereinafter provided."

Paragraph 10, Part 1

"That the Guarantor shall make payment to FirstCaribbean International Bank of the amount of the liability of the Guarantor forthwith after demand therefor is made in writing and such demand shall be conclusively deemed to have been effectually made when an envelope containing it addressed to the Guarantor at the last address of the Guarantor known to

FirstCaribbean International Bank is deposited, postage prepaid and registered, in the Post Office and the liability of the Guarantor shall bear interest from the date of such demand at the rate or rates then applicable to the liabilities of [the Company] to FirstCaribbean International Bank.”

8. The Company has made a total of 19 payments totaling CI\$22,934.28 towards the Loan with the last payment being made on 27 December 2008.
9. The Company has failed to service the Loan in accordance with the terms of the Loan Agreement.
10. The Plaintiff's attorneys have made several written demands to the Company (the Defendant and Mr Neil Carle were copied on each occasion), for the payment of arrears outstanding on the Loan:
 - i. by letter dated 8 April 2008, for the full payment of arrears outstanding on the Loan in the amount of CI\$3,409.38 as at 2 April 2008;
 - ii. by letter dated 2 July 2008 for the full payment of arrears outstanding on the Loan in the amount of CI\$2,244.05 owing as at 1 July 2008; and
 - iii. by letter dated 5 August 2008 for the full payment of arrears outstanding on the Loan in the amount of CI\$2,241.92 as at 1 August 2008;

and within each letter the Company was advised that failing full payment of the arrears the Plaintiff would seek recovery of the Loan in full, together with all accrued interest, costs and expenses.

11. In February 2015, the Plaintiff became aware that the Company was struck off the Cayman Islands register of companies in October 2014 for failing to pay its annual fees since 2008.
12. By demand in writing dated 10 April 2015, the Plaintiff's attorneys, pursuant to the terms of the Guarantee, demanded immediate payment of CI\$26,067.35 (the "Debt") being the total amount then due by the Company to the Plaintiff, plus accrued interest and charges then due pursuant to the Loan Agreement.

13. Given the failure of the Company to repay the Loan in accordance with the terms of the Loan Agreement, the Defendant is now liable for repayment of the Debt and the Plaintiff seeks to enforce its rights and remedies under the Guarantee against the Defendant.
14. As at 2 June 2015, pursuant to the Guarantee, the Defendant was liable to the Plaintiff in the principal amount of CI\$18,447.73 (the "Principal") together with interest in the amount of CI\$7,322.01, late fees totalling CI\$423.75 and legal fees in the amount of CI\$120.25 (a total sum of CI\$26,313.74) with interest continuing to accrue on the Principal at the rate of 9.25% per annum or \$0.4443 per day until payment in full.

AND THE PLAINTIFF claims:

- (i) The principal sum of CI\$26,313.74;
- (ii) Interest on the Principal pursuant to the terms of the Loan accruing at the rate of five 9.25% per annum or \$0.4443 per day until payment in full;
- (iii) Costs; and
- (iv) Any further and/or alternate relief this Honourable Court may deem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$26,313.74 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.



OGIER
Attorneys at Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant

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 Defendants or by the Defendants if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495GT, 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 instalments or otherwise.

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 of 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 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:

**FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED**

Plaintiff

AND:

DEANNA CARLE

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 of Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in 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.

Defendant / Attorney for the Defendant

Address for service:

This WRIT was issued by Ogier, Attorneys at Law for the Plaintiff, whose address for service is: 89 Nexus Way,
Camana Bay, Grand Cayman KY1-9007, Cayman Islands
(Reference: RAR/CTL/NSL/402337.00044).

LIT1-6703326-1

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 principal office.

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

Ogier
Attorneys-at-Law
89 Nexus Way
Camana Bay
Grand Cayman KY1-9007
CAYMAN ISLANDS
(Ref: RAR/CTL/NSL/402337.00044)

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