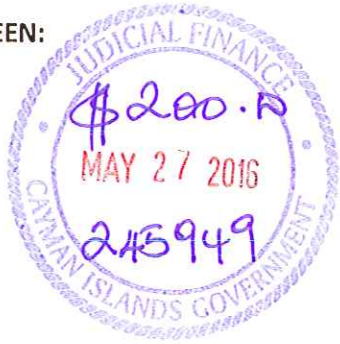


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. GC 0095 OF 2016

BETWEEN:



MARCUS CUMBER

PLAINTIFF

AND

LEWIS EBANKS

1st DEFENDANT

AND

MIRAGE DEVELOPMENT LTD.

2nd DEFENDANT



WRIT OF SUMMONS

TO:

Lewis Ebanks
Mirage Development Ltd.
P.O. Box 10009
Grand Cayman
KY1-1001



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 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 Acknowledgement of Service, stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 21st day of May 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

STATEMENT OF CLAIM

1. The plaintiff, whose address is 100 Airport Road, P.O. Box 2433 GT is legally and ordinarily a resident of the Cayman Islands.
2. By an agreement in writing contained in and evidenced by a Loan Agreement dated December 4, 2015 made between and signed on behalf of the parties, the plaintiff agreed to lend to the 1st defendant the sum of CI\$200,000 in accordance with the terms of the agreement.
3. The agreement to which the plaintiff will refer as may be necessary for its full terms, meaning and effect, provided, *inter alia*, as follows:
 - (a) The principal sum loaned was CI\$200,000.
 - (b) Loan maturity date was 15th February 2016.
 - (c) Interest was payable at the rate of 120% per annum accruing daily and payable on the loan maturity date.
 - (d) If the defendant defaulted on the terms of payment interest was payable on the amount unpaid from the date of non-payment to date of actual payment both before and after judgment at the rate of 120% per annum.
 - (e) The 1st defendant shall pay within 3 business days of demand all costs incurred by the plaintiff in enforcement of the terms of the loan.
4. As a form of security for the loan advanced the 1st defendant and 2nd defendant as Guarantor further agreed to the following:
 - (a) That they would provide within 7 days of written request from the plaintiff the following documents:
 - (i) A copy of a signed charge ranking behind the current charge over any Units at Snug Harbour Villas, legally known as West Bay Beach South Parcel 12C Blocks 454H9-24, owned by the 2nd defendant.
 - (ii) A copy of a signed resolution by the 2nd defendant agreeing to the charge.
 - (iii) A copy of the register of members and directors of the 2nd defendant.
 - (iv) A copy of a certificate of good standing of the 2nd defendant.
5. Pursuant to the said agreement, on the 4th December 2015 the plaintiff paid the said sum of KYD\$200,000 to the 2nd defendant on instruction from the 1st defendant by way of cheque.
6. On 15th February 2016 in breach of the Agreement the 1st defendant failed or refused to pay the sums due and owing in accordance with the loan agreement. To date of issue of this Writ the sums as due and owing remain unpaid.
7. In further breach of the agreement, the defendants have refused to comply with the requirements to provide security as set out at paragraph 4(a)(i)-(iv) of this statement of claim.

8. And the Plaintiff claims
- (1) Payment of the principal sum of \$200,000.
 - (2) Interest on the said sum.
 - (3) Contractual costs as per the agreement to be assessed. In the alternative fixed costs or costs to be taxed or agreed.
 - (4) In the alternative to payment of the principal sum, specific performance of the agreement to provide security as set paragraph 4(a)(i)-(iv) and a declaration that he plaintiff is entitled to a charge to be registered against any unsold Units at Snug Harbour Villas owned by the 2nd defendant pending payment of the principal sum, costs and interest.

STATEMENT REGARDING INTEREST

9. The Plaintiff seeks pre and post judgment interest from the date of default in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- a. The interest rate claimed as per the agreement is 120% per annum.
 - b. The amount of interest owing at date of issue of this Writ is KYD\$112,437.28.
 - c. The amount of interest accruing each day following the issue of this Plaintiff is KYD\$657.52.

Dated this 27th day of May, 2016

Samson & McGrath

SAMSON & McGRATH

Attorneys-at-Law for the Plaintiff

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OF 2016

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MARCUS CUMBER

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1st DEFENDANT

AND

MIRAGE DEVELOPMENT LTD.

2nd DEFENDANT

ACKNOWLEDGEMENT 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. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 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 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
5th FLOOR GENESIS BUILDING
GENESIS CLOSE
PO BOX 446
GRAND CAYMAN KY1 - 1106
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:

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 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 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.