

IN THE GRAND COURT OF THE CAYMAN ISLANDS HOLDEN AT GEORGE TOWN CIVIL DIVISION

Cause No. G0134 of 2016

BETWEEN

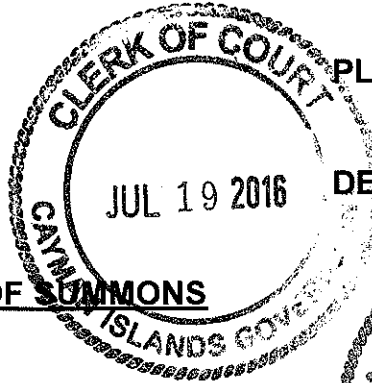
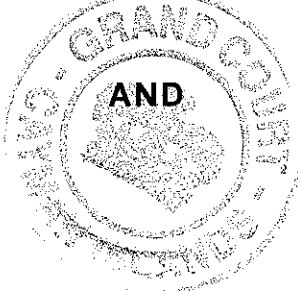
HOWARD NEIL DAVIS

PLAINTIFF

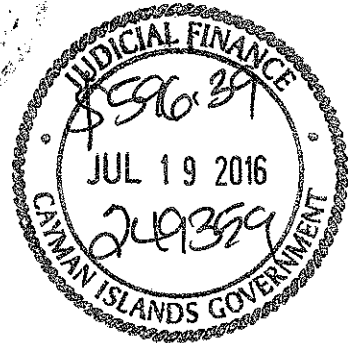
AND

PARABEL LTD

DEFENDANT



WRIT OF SUMMONS



TO: PARABEL LTD.

Registered Office: Uglan House,
South Church Street, George Town
P.O. Box 309 Grand Cayman KY1-1104
c/o Anthony Tiarks
Chairman & CEO

And copied to:
Anthony Tiarks, Chairman & CEO
Parabel Ltd
1901 S. Harbor City Blvd, Suite 600
Melbourne, Florida
United States of America

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the Claim set out on the attached 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 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 without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and Judgment may be entered against you forthwith without further notice.

Issued this 19th day of July, 2016

Writ of Summons (O.6 r.1)

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 herein, unless renewed by the order of the Court.

IMPORTANT: Directions for Acknowledgment of Service are given with this form.

STATEMENT OF CLAIM

1. That the Plaintiff is a resident in United Kingdom with a mailing address at 36 Fieldhead Drive, Guiseley Leeds, West Yorkshire, LS20 8DZ. At the material time was the Plaintiff was employed with the Defendant Company as a Consultant pursuant to an Agreement for Consulting Services.
2. That at the material time, the Defendant was a company registered and formed under the laws of the Cayman Islands and whose registered address is Uglan House, South Church Street George Town P.O. Box 309 Grand Cayman KY1-1104. The Defendant Company (also referred to as "Parabel Ltd") also has offices at 1901 S. Harbor City Blvd, Suite 600, Melbourne, Florida 32901 and Abu Dhabi, 903 Business Avenue Towers, Al Salam Street, P.O. Box 113561, Abu Dhabi, United Arab Emirates.
3. That on or about the 26th February 2015 the Plaintiff was offered a consultancy position with Parabel Ltd as the Field Operations Manager and Pumping Systems Expert and was deployed to their site in Uganda, East Africa on the 28th February 2015. The Plaintiff subsequently received a consultancy agreement from the Human Resource Manager and the same was executed by the Plaintiff on the 16th March 2015. The consultancy agreement was then executed by the Parabel Ltd's Chief Operating Officer, Nazih Lebbos (an Officer of the Defendant Company authorized to act on its behalf) on the 18th March 2015. That in accordance with clause 12 of the said agreement the governing law and venue is the Cayman Islands.
4. That the initial period of the consultancy agreement was three (3) months as outlined in clause 2 and the Plaintiff remuneration was quoted in United States Dollars as twelve thousand five hundred (US\$12,500.00) per month as outlined in clause 3. The Plaintiff was also entitled to reimbursement of reasonable out of pocket travel expense incurred in the course of his consultancy and this term was also outlined in clause 3 of the said agreement.
5. That in accordance with the said agreement the Plaintiff submitted an invoice in March 2015, April 2015 and May 2015 to the Defendant Company for his services and was compensated for the same.
6. That on the 2nd June 2015 the Plaintiff was offered and accepted a new consultancy agreement with the new job title of Manager Global Field Operations that required him to work on a rotational cycle of seven (7) days a week for 6 weeks followed by a two (2) week rest period. The Plaintiff's remuneration for this agreement was fifteen thousand dollars (USD\$15,000.00) and included options for over Eighty Thousand

(80,000) shares of common stock of Parabel Ltd that would ratably vest over a four (4) year period. This agreement was executed by the Plaintiff on the 2nd June 2015 and by Anthony Tiarks in his capacity as Chief Executive Officer for Parabel Ltd (an Officer of the Defendant Company authorized to act on its behalf) on the 19th June 2015.

7. That in accordance with the said agreement the Plaintiff submitted invoices in June 2015, August 2015 and September 2015 to the Parabel Ltd for his services and was compensated for the same.
8. That on the 24th September 2015 the Plaintiff commenced his two (2) week rest period as per consultancy agreement. However, on the 5th October 2015 the Plaintiff was required to travel to Melbourne, Florida for a meeting with Executives of Parabel Ltd (Harvey Weaver, David Schechtmann and Peter Sherlock). The costs of travel for this meeting was borne by the Plaintiff.
9. On the 8th October 2015 the Plaintiff commenced his next six (6) weeks cycle liaising with Harvey Weaver, a Florida based consultant for Parabel Ltd and David Schechtmann, the Business Development Manager for the Defendant Company. The Defendant Company made travel arrangements for the Plaintiff to depart from Florida to Peru. That in the meantime the Plaintiff worked daily at the Parabel Office in Melbourne, Florida and their site at Fellsmere, Florida.
10. On or about the 19th October 2015 the Chief Executive Officer Mr. Anthony Tiarks informed the Plaintiff that the plans to build in Peru was delayed and directed the Plaintiff to return to the United Kingdom and to wait for deployment from that location to Peru to reduce costs of hotel accommodation and subsistence. Mr. Tiarks also confirmed to the Plaintiff that he would be retained pending the deployment to Peru. And on the 20th October 2016 the Defendant Company provided the Plaintiff with an airline ticket to travel to the United Kingdom and the Plaintiff arrived in the United Kingdom on the 21st October 2016.
11. That on the 22nd and 28th October 2015 the Plaintiff submitted his invoices to the Defendant Company in accordance with the agreement for his consultancy fees and disbursements. However, the Plaintiff failed to settle these sums. The Plaintiff followed-up with the Payroll Accountant (an Officer of the Defendant Company authorized to act on its behalf) about payment of his October 2015 salary and expense and a response was received advising that they will discuss with the Chief Executive Officer - Mr Anthony Tiarks and update once payment was ready.

12. In November 2015 the Plaintiff remained in deployment for the Defendant Company and would review and respond to any necessary emails generated to him via his work email address.
13. That in accordance with the consultancy agreement the Plaintiff's two (2) weeks rest period commenced on the 19th November 2015 to end on the 4th December 2015.
14. In December 2015 the Plaintiff continued to be included in emails relating to the Company and would respond where necessary.
15. The Plaintiff subsequently submitted invoices and requests for the payments for November 2015 and December 2015, however, to-date the Defendant Company has failed to pay the same despite frequent request by the Plaintiff personally for the settlement of the same. The Plaintiff claim for settlement was as follows;

	<u>US\$</u>
(a) Consultancy Fees for October 2015	15,000.00
(b) Disbursement Fees October 2015	535.85
(c) Consultancy Fees for November 2015	15,000.00
(d) Consultancy Fees for December 2015	15,000.00
(e) Consultancy Fees for January 2016	15,000.00
Total owed	60,535.85

16. That on the 31st December 2015, the Plaintiff issued a thirty (30) day written notice of termination of the consultancy agreement in accordance with Clause 11 of the Agreement. The termination letter was sent to the Chief Executive Officer – Mr. Anthony Tiarks and copied to the Board of Parabel Ltd.
17. That for the period of October 2015 to 31st December 2015 the Plaintiff did not receive any correspondence from the Defendant Company terminating their agreement or modifying the terms of the same.
18. That in accordance with the Plaintiff's notice of termination the period ended 30th January 2016.
19. That on or about the 23rd May 2016, the Plaintiff's Attorneys wrote a demand letter with supporting documents attached to the Plaintiff Company addressed to the Chairman and CEO Mr. Anthony Tiarks and copied to the Board and VP Global Administration Ms. Larissa Smirnoff seeking the settlement of the sum of US\$60,535.85 within 14 business days.
20. That on or about the 6th June 2016 the Defendant Company responded in an open letter to the Attorneys denying the claim for US\$60,535.85 and

instead offered to pay to the Plaintiff the sum of US\$10,213.27 representing the payment for the period 1st October 2015 to 20th October 2015 of US\$9,677.42 and disbursements of US\$535.85.

21. That on or about the 15th June 2016 the Plaintiff's Attorney replied to the open offer rejecting the same and outlined the various terms of the contract and addressed other issues raised in their correspondence. The Plaintiff Company was given seven (7) days to settle a sum, transfer the necessary stock and legal fees to-date. However, to-date the Defendant's have failed to respond to that correspondence and/ or settle any sums owed to the Plaintiff.
22. That the Defendant has breached the consultancy agreement and arrangement between the Parties and by reason of this breach the Plaintiff has suffered tremendous loss.

And the Plaintiff claims:

- (1) US\$ 60,000.00 in salary payment for the period October 2015 to 30th January 2016.
- (2) US\$ 535.85 in disbursements in the month of October 2015
- (3) Transfer of Company Common shares of 18,333
- (4) Further or alternatively damages for breach of contract
- (5) Legal Costs and disbursements
- (6) Statutory interest in accordance to the Judicature Law of the Cayman Islands
- (7) Such further or other relief as this Honourable Court deems just

Dated this *19th* day of July, 2016



BROOKS & BROOKS
Attorneys at Law for the Plaintiff herein

NOTE: PLEASE NOTE that if within the time for returning the Acknowledgment of Service (i.e. 14 days) the Defendant pays the total amount claimed of US\$60,535.85 plus cost of US\$7000.00 further proceedings will be stayed. The money must be paid to his Attorneys at Law

THIS WRIT OF SUMMONS was filed by Brooks & Brooks Attorneys at law for and on behalf of the Plaintiff herein whose address for service is that of his said Attorneys Two Artillery Court, Shedden Road, George Town, Grand Cayman, Cayman Islands, PO Box 1355 George Town, GRAND CAYMAN KY1-1108 Ref: **SJP/Davis2016**

Acknowledgement of service of writ of summons (0.12, r.3)

**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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS HOLDEN AT GEORGE TOWN

Cause No. _____ of 2016

BETWEEN

HOWARD NEIL DAVIS

PLAINTIFF

AND

PARABEL LTD

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 is acknowledged accordingly

(Signed).....

Attorney for

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.

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

Brooks & Brooks
Attorneys-at-law for the Plaintiff
Two Artillery Court, Shedden Rd
George Town, PO Box 1355
Grand Cayman KY1-1108

Ref: SJP/Davis2016

Indorsement 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 indorsement]