

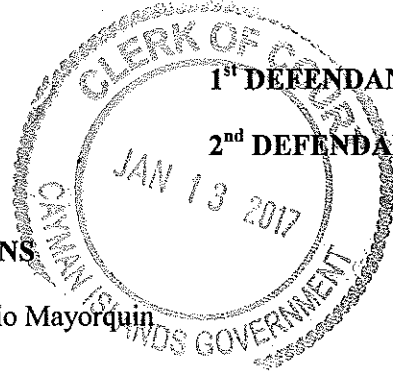
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. *0006* OF 2017

BETWEEN: RIO GOLDEN ESTATES LTD. PLAINTIFF



AND: KINGS IMPORT LTD
AND: DARIO MAYORQUIN



1st DEFENDANT
2nd DEFENDANT

WRIT OF SUMMONS

TO: Kings Import Ltd 1st Defendant and 2nd Defendant Dario Mayorquin
P. O. Box 31448, Grand Cayman KY1-1206
Eastern Avenue., Unit 7 Ebony Lane, George Town.

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

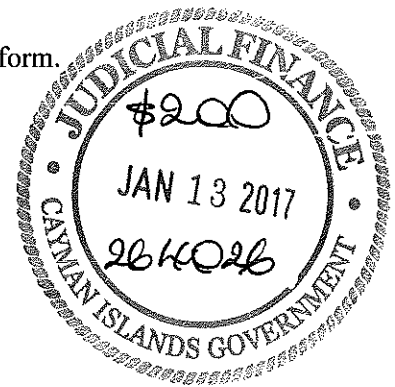
If you fail to supply the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this *13* day of *January* 2017.

NOTE – This Writ may be served later 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.



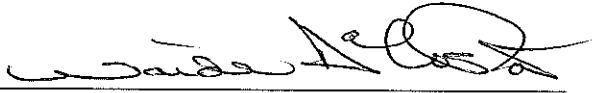
STATEMENT OF CLAIM

1. The Plaintiff is a Company duly incorporated in Jamaica having its registered office at 57 East Queen Street, Kingston, Jamaica.
2. The 1st Defendant is resident in the Cayman Islands, a director of Kings Imports Ltd. and the 2nd Defendant is a company duly incorporated in the Cayman Islands having its registered office at Eastern Avenue, Unit 7, Ebony Lane, George Town, P.O.Box 31448, Grand Cayman KY1-1206.
3. The Plaintiff claims the balance of US\$52,500.00 plus interest of 5% and default interest of 5% until the debt has been paid in full on a Loan Agreement executed on 24th day of July, 2014.
4. That the Plaintiff will refer to the said Agreement at the trial for its full terms and effect.
5. It was expressly provided by the said Agreement as follows:
by clause 3.Repayment 3.1 "The Borrower shall repay the Indebtedness and the interest thereon to the Lender by way of interest payments only of 5% of the Principle Sum, or US\$5,000.00 per month ("the interest") for 12 months, commencing September 1, 2014, and ending on 1st August, 2015, with a balloon payment of the Principle sum of US\$100,000.00 being due and payable on August 1, 2015, along with the Interest due on such date for a total of US\$105,000.00."
and by clause 11.1 "This Agreement is governed by, and shall be construed in accordance with the laws of the Cayman Islands.
6. That despite numerous attempts by the Plaintiff to have the 1st Defendant and 2nd Defendant pay the outstanding balance of CI\$52,500.00 plus interest of 5% and the default interest of 5% as the date of filing hereof the defendants have failed or refused to do so and is in breach of the terms of the Agreement.
7. That the 1st and 2nd Defendants have refused to make payments despite the Plaintiff writing to them on the matter and that the Defendants have failed to discharge the indebtedness to the Plaintiff.
8. That the Defendants show no concern over the matter and that the Plaintiff by reason of the matters aforesaid the Plaintiff has suffered loss of the said monies with interest accruing.

AND the Plaintiff claims:

1. The sum of US\$52,500.00 the principle balance
2. Contractual interest defaulted US\$11,000.00(accruing until the debt is paid.)
3. Interest on all sums due to the Plaintiff pursuant to Section 34 of the Judicature Law (2004 Revision). US\$2,520.76 (accruing until the debt is paid.)
4. Bailiff and filing fee
5. Costs
6. Further any other relief as may deem fit by this Honourable Court.

Dated this ^{14th} 13 day of January, 2017



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 on behalf of the Defendant or by 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 defense on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is not endorsed 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 overleaf 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 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 form 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney 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. The Defendant acting in person may obtain help in completing the form at the Court Office.

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.

**Waide DaCosta
Attorney-at-Law
Unit #1, 3rd Floor, Thompson Bldg., George
Town
P.O. Box 591
Grand Cayman KY1-1502**

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