

IN THIS SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 216 OF 20 17

BETWEEN: Richard Kenmore Powery

PLAINTIFF

AND: Carlyle Ebanks

DEFENDANT



PLAINT



To: ~~THE DEFENDANT~~
CARLYLE EBANKS
C/O 29 PEACE LANE, WEST BAY, P.O. BOX 306 KY1-1301 917-2647

THIS PLAINT 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 on this **Plaint** on you, counting the day of the 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** form stating therein whether you intended to contest this action. If you intend to defend that action, in whole or in part, you must set out **full** particulars of your **defense** in the space provided in the **Acknowledgement of Service** form.

If you fail to satisfy the claim or fail to return the **Acknowledgement of Service** form containing full particulars of your defense, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 2nd day of NOVEMBER 2017.

See overleaf for particulars of the Plaintiff's claim.

STATEMENT OF CLAIM

- 1) Pursuant to a written agreement between the Plaintiff and the Defendant dated 21st/9/2013 AND 25th/10/2013/17th/12/2013 and the Defendant being in breach of his agreement to re-pay, this claim is filed.
- 2) The particulars are that the sum of US\$5600.00 (Five Thousand and Six Hundred United States dollars) was loaned to the Defendant by the Plaintiff to be re-paid as outlined below:
- a. The sum of \$3,600.00 US to be paid in full, beginning April 2014 and continued until full amount of \$6,940.00 US is repaid.
 - b. The sum of \$2,000.00 US to be paid in full, beginning April 2014 and continued until full amount of \$6,940.00 US is repaid.
 - c. Further Defendant agreed to pay \$1,340.00 US in Interest on the amount loaned which was to be paid by April 2014.
- 3) Defendant repaid sum of \$1,300.00 US, leaving a balance of \$5,640.00 US, owed.
- 4) Attached is copy of Promissory note.
- 5) Defendant did not make a payment, not until Plaintiff had warned him that he would be taking the matter to court.
- 6) Plaintiff is seeking payment as per attached agreement and any other cost this court sees fit to award for the processing of this claim.

The Plaintiff now claims:

1. The sum of \$5,600.00 US.
2. Interest in the sum of \$_____ calculated at the prescribed rate from the date.
3. Fixed cost of \$_____. Alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

35 Bankers Road, Birch Tree Hill
West Bay
Phone: 345-924-1567

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Plaintiff

AND:

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

State whether the Defendant intends to contest the action.

Yes

No

If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

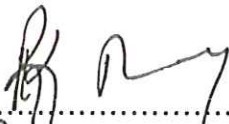
OFFERING
PROTECTIVE ENERGY ECONOMIZER TECHNOLOGY
(P.E.E.T.)



WE ARE OFFERING A LIMITED NUMBER OF SHARE AT THIS TIME

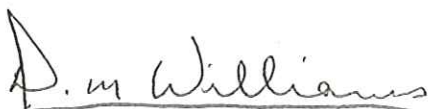
We Richard K. Powery.....Subscribe to buy 90.....
ordinary shares for US\$ 3,600⁰⁰.....on 15/10/13.....

WHEN B.L. CARIBBEAN OR CAYMAN LTD INVESTS
US\$ 500,000.00 IN PROTECTIVE ENERGY ECONOMIZER
TECHNOLOGY SHARES AN INTEREST OF US\$ 540.00
WILL BE PAID TO RICHARD K. POWERY.

The undersigned Directors/Shareholder hereby agree to deliver said shares to the subscriber within Thirty (30) Days of receiving the above sum. And hereby instruct and authorize FINAB, as the Secretary of P.E.E.T., to deliver these shares.

Subscriber .....
Richard K. Powery

P.E.E.T. Director/Shareholder .....
A. CARLYLE BANKS 
STERLIN O. BANKS


Notary Public

21/9/2013

OFFERING
PROTECTIVE ENERGY ECONOMIZER TECHNOLOGY
(P.E.E.T.)

WE ARE OFFERING A LIMITED NUMBER OF SHARE AT THIS TIME

We... Richard K. PowerSubscribe to buy... 80
ordinary shares for US\$ 2,000.00on... 25/10/13

WHEN BL CARIBBEAN OR CAYMAN LTD INVESTS }
US\$ 500,000.00 IN PROTECTIVE ENERGY
ECONOMIZER TECHNOLOGY SHARES THE ENTIRE
INVESTMENT OF US\$ 2,000.00 SHALL BE REFUNDED
TO RICHARD K. POWER AND HE SHALL RETAIN
THE SHARES WITHOUT FURTHER PAYMENT

The undersigned Directors/Shareholder hereby agree to deliver said shares to the subscriber within Thirty (30) Days of receiving the above sum. And hereby instruct and authorize FINAB, as the Secretary of P.E.E.T., to deliver these shares.

Subscriber... RK Power

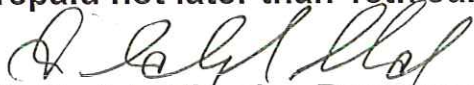
Alice L. Banks
A. ELLYCE BANKS - DIRECTOR
P.E.E.T. Director/Shareholder... Alice L. Banks
ALICE L. BANKS - SHAREHOLDER

D. M. Williams
Notary Public

RECEIPT

17th December 2013

Received from Mr. Richard Powery the sum of US\$~~500.00~~^{400.00} as a loan to be repaid not later than 18th January 2014 together with interest of US\$~~400.00~~^{400.00}


A. Carlyle Ebanks- Borrower

Richard Powery- Lender