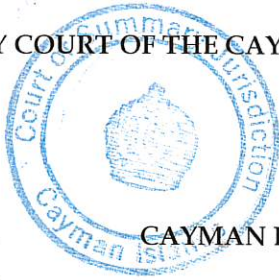


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 4 OF 2018

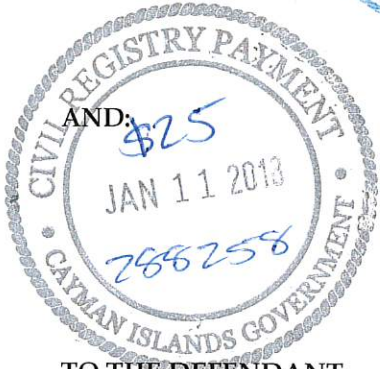
BETWEEN:



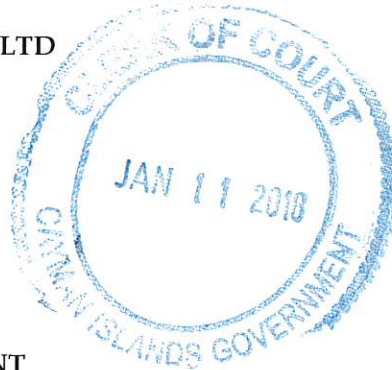
CAYMAN LEASING LTD

PLAINTIFF

AND:



KEDEAN DOWNER



DEFENDANT

PLAINT

TO THE DEFENDANT:

KEDEAN DOWNER of 106 Scholar's Drive, West Bay, Grand Cayman, Cayman Islands.

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the service of this Plaintiff on you, counting the day of service, you must either satisfy the claim, or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgement of Service form.

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

Issued this 11th day of January, 2018.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

PARTICULARS OF CLAIM

The Parties

1. The Plaintiff is a limited company incorporated pursuant to the laws of the Cayman Islands and having its registered office at Plantation House, 196 Raleigh Quay, Grand Cayman, and whose physical address is Cayman Falls, West Bay Road, Grand Cayman, Cayman Islands, PO Box 1968, KY1-1104.
2. The Defendant is an individual residing at 106 Scholar's Drive, West Bay, Grand Cayman, Cayman Islands.

The Debt

3. On or about 28 January 2016 the Plaintiff agreed with the Defendant to lend to the Defendant, and did lend to the Defendant, the sum of CI\$10,200.00 including interest, to be repayable over a period of 20 months at a rate of CI\$510.00 per month commencing on 1 March 2016.
4. The express terms of the Agreement were evidenced in writing in the form of a Promissory Note signed by the Defendant ("the Promissory Note").
5. The Promissory Note provided that in the event of default beyond a period of 7 days, the Plaintiff was entitled to declare the whole sum then remaining unpaid immediately due and payable. In the case of such default, it was agreed by the Defendant that a penalty would be payable at 2% per month on the unpaid principal and interest in arrears.
6. It was also a term of the Promissory Note that in the event of breach, the Defendant would bear all the costs of collection including, but not limited to, reasonable attorney's fees, court fees and legal expenses.
7. The Defendant fell into arrears with her repayments.
8. Pursuant to clauses 6 and 7 of the Promissory Note as read with clause 8, demand for payment of the overdue balance pursuant to the repayment schedule, plus the Collection Expenses already incurred at that time, was made by the Plaintiff, by letter dated 18 May 2017 ("The Demand") delivered personally to the Defendant, requiring payment of the overdue sums and Collection Expenses by 29 May 2017.

9. Further to service of the Demand upon the Defendant, on 7 August 2017, the Parties entered into an agreement containing a payment plan for the settlement of the sums due as at that date ("The Agreement"). The Agreement (a copy of which is appended to this Plaintiff) included, amongst other things:
 - i) An acknowledgment by the Defendant that as at 7 August 2017 she was indebted to the Plaintiff in the sum of \$10,846.75 inclusive of the outstanding principal, interest, penalties and contractual charges and legal fees;
 - ii) An agreement by the Defendant to repay The Debt at the rate of CI\$200 per month, pursuant to a payment plan appended to the Agreement (the payment plan included interest at the annual rate of 2.38%); and
 - iii) An agreement by the Defendant that in the event of her breach, the Plaintiff would be at liberty to commence proceedings for the recovery of the Debt, and that in those circumstances the Defendant would agree (and be liable) to pay all legal fees and other costs incurred on the indemnity basis as part of the claim.
10. The Defendant has breached the Agreement. The outstanding Debt at the date of breach on 28 October 2017 was CI\$10,501.51.
11. The Defendant is also liable to pay the costs of service of the Plaintiff and the legal costs associated with its preparation on the indemnity basis (pursuant to clause 4.1 of the Agreement) in the sum of CI\$350.00.
12. The Plaintiff therefore seeks Judgment against the Defendant pursuant to the Agreement in the sum of CI\$10,851.51 ("The Debt").
13. The Plaintiff relies upon s.34 of the Judicature Law (2013 Revision) ("The Law") and Rules 4 and 5 of the Judgment Debts (Rates of Interest) Rules 1995 as varied by the Judgment Debts (Rates of Interest) Rules ("The Rules"), promulgated by the Rules Committee pursuant to the s.34 of the said Law, and claims interest pursuant to the Law and the Rules on the debt owing and costs as follows:
 - (i) Pre-judgment (simple) interest on the Debt from 28 October 2017 (the date the Plaintiff's cause of action arose) to the date of judgement at the prescribed rate of $2\frac{3}{8}\%$ per annum (CI\$0.70 per diem)
 - (ii) Post-judgment interest upon the principal amount of the judgment with effect from the date of service of the judgment at the prescribed rate of $2\frac{3}{8}\%$ per annum

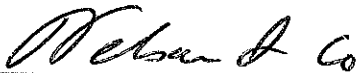
or such other rate then prevailing in accordance with s.34 of the Judicature Law and the Judgment Debts (Rates of Interest) Rules; and

- (iii) Interest on all fixed or assessed costs and orders running from the date of service of the judgment, order or certificate of taxation respectively and at the prescribed rate of $2\frac{3}{8}\%$ per annum or such other rate prevailing in accordance with s.34 of the Judicature Law and the Judgment Debts (Rates of Interest) Rules 1995.

THE PLAINTIFF THEREFORE CLAIMS AGAINST THE DEFENDANT:

1. Judgment in the sum of CI\$10,851.51;
2. Interest in accordance with Section 34 of the Judicature Law (2007 Revision), as pleaded in Paragraph 13 above;
3. Costs to be assessed or alternatively fixed costs; and
4. Such further and applicable other relief as this Honourable Court deems necessary.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$10,851.51 plus the Pre-Judgement interest accruing at the rate of CI\$0.70 per diem as accrued at the time of payment, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Nelson & Company
Attorneys for the Plaintiff

Plaintiff's address for service:

31 The Strand, 46 Canal Point Drive, P Box 2075, Grand Cayman KY1-1105, Cayman Islands.

This Plaintiff was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

THIS AGREEMENT is dated 7 August 2017 and is made **BETWEEN:**

- (1) Cayman Leasing Limited of P.O. Box 1968, Cayman Falls, West Bay Road, Grand Cayman, KY1-1104 – Email: Info@caymanleasing.com Tel: 945 2211 ("Cayman Leasing) and
- (2) Kedean Downer of 106 Scholars Drive, West Bay, Grand Cayman – Email: cuteker@yahoo.com Tel: 322 6207 ("Miss Downer")

Together, ("The Parties")

WHEREAS:

- (1) Miss Downer borrowed CI\$10,200.00 from Cayman Leasing pursuant to the terms of a Promissory Note dated 28 January 2016 ("the Promissory Note") a copy of which is reproduced and attached to this Agreement as Exhibit 1;
- (2) Miss Downer defaulted on the repayment terms of the Promissory Note, and accordingly on 18 May 2017 Cayman Leasing's attorneys issued and served upon Miss Downer a written demand requiring that overdue payments be brought up to date by 29 May 2017 ("The Demand");
- (3) A copy of the Demand is reproduced and attached to this Agreement as Exhibit 2. Miss Downer acknowledges that she did not comply with the Demand;
- (4) Miss Downer acknowledges that as at 7 August 2017 she is indebted to Cayman Leasing in the total sum of CI\$10,846.75 under the terms of the Promissory Note, inclusive of the outstanding principle, interest, penalties and contractual charges and legal fees ("The Debt");
- (5) Miss Downer has represented to Cayman Leasing that she is presently unable to repay the Debt in a lump sum, and Cayman Leasing is relying upon that representation in good faith; and
- (6) Miss Downer is entering into this agreement on her own behalf, and Cayman Leasing is entering into this Agreement for itself and is duly authorised in that behalf.

IT IS AGREED as follows:

1. The Payment Plan

- 1.1 Miss Downer will pay CI\$200.00 directly to Cayman Leasing on or before 4pm on the final Friday of each calendar month until the Debt is repaid in full. The first payment will be on or before 4:00pm on 25 August 2017, and the final balancing payment will be on or before 4:00pm on 27 May 2022. The payments will be inclusive of Interest charged on the Debt monthly at an annual rate of 2.38%, being the rate payable on judgment debts, and the payments will be made in accordance with schedule at Exhibit 3 ("The Payment Plan").

- 1.2 Miss Downer may at any time make a lump sum payment against the Debt, but the minimum monthly payment will remain CI\$200.00 until the Debt is repaid in full.
- 1.3 Payments will be made directly into Cayman Leasing's Bank of Butterfield account. The account number is #1361593420039. Ms Downer acknowledges that she must use her full name in the deposit reference in order for the payment to be credited to Cayman Leasing's account and to constitute a payment for the purposes of the Agreement.
- 1.4 Time is of the essence. The Parties acknowledge and agree that a late payment is a breach of the Agreement, which will allow Cayman Leasing to proceed as set out at clause 4 below. For the avoidance of doubt, should the last Friday of a calendar month fall on a public holiday, the payment must be made by 4pm on the next working day. Where a payment is made into Cayman Leasing's account, the time of payment is deemed to be the time the payment is credited to the company account, not the time the instruction was made or the instrument delivered to the bank by Miss Downer or those acting on her behalf.

2. Notification of change of contact details and circumstances

- 2.1 Miss Downer will inform Cayman Leasing in writing within 7 days should her financial circumstances or prospects improve, whether by way of salary or income increase, acquiring of real or personal assets (whether tangible or intangible), claims against third parties, or otherwise.
- 2.2 Miss Downer will inform Cayman Leasing in writing of any change in her physical or mailing address, telephone number or email address within 24 hours of any such change.
- 2.3 Miss Downer will inform Cayman Leasing in writing of any change of employment details within 24 hours.
- 2.4 The Parties agree that time is of the essence, and any failure to comply with these notification conditions will amount to a breach of the Agreement which will allow Cayman Leasing to proceed as set out at clause 4 below.

3. Consideration

- 3.1 In consideration of Miss Downer's strict compliance with the sub-clauses to clauses 1 and 2 above, Cayman Leasing will not commence proceedings against Miss Downer for recovery of the Debt.
- 3.2 The Parties agree that Cayman Leasing will be released from the obligation at sub-clause 3.1 above should it come to the attention of the company that there has been a material improvement in Miss Downer's financial circumstances or prospects, and notwithstanding this, Miss Downer is not prepared to enter into a new Agreement committing to repay the Debt in a lump sum or comply with a new Payment Plan reflecting her increased ability to pay. The Parties agree that such a refusal on Miss Downer's part would amount to a breach of the

Agreement, and that furthermore Cayman Leasing has full discretion to determine what constitutes a material improvement in Miss Downer's financial circumstances or prospects, and to determine and demand the appropriate payments to be made in light of any such material improvement in Miss Downer's financial circumstances or prospects.

4. Breach

- 4.1 In the event of breach of one or any of the relevant sub-clauses to clause 1, 2 and / or 3 of this Agreement by Miss Downer, Cayman Leasing is released from its obligation under sub-clause 3.1 above, and is at liberty to immediately issue proceedings for the full recovery of the outstanding sums due under the Debt without notice to Miss Downer.
- 4.2 In the circumstances flowing from those set out in sub-clauses 4.1 or 3.2 above, Miss Downer agrees to pay all legal fees and other costs incurred on the indemnity basis, such costs being included as part of the claim for breach under this Agreement and therefore not subject to the costs provisions of the Summary Court Rules, 2004.

5. Service of Documents

- 5.1 To the extent permitted by law, in respect of all notices and documents to be served in connection with this Agreement, the Parties hereby consent to service by hand or mail to the physical or mail addresses of the Parties endorsed on this agreement, and by email to the email addresses of the Parties endorsed on the Agreement. Any change in respective email addresses are to be communicated in writing as between the Parties within 24 hours.

6. Release

- 6.1 Miss Downer hereby releases and forever discharges the Cayman Leasing from any and all claims complaints or proceedings (if any) whether contractual, statutory or otherwise whether contemplated or not, which she has or may have or has brought or may bring against Cayman Leasing (collectively, any 'Claim'), and agrees to make no claim and to take no proceedings against any other person or company with respect to any such matters for which such person or company could claim indemnity or contribution against Cayman Leasing.

7. Compromise Agreement

- 7.1 Miss Downer represents and warrants that She has received independent legal advice from a qualified lawyer as to the terms and effect of this Agreement and, in particular, the obligations it creates upon her in respect of repayment of the Debt, and consequences in the event of Breach.

8. Interpretation

- 8.1 The headings to clauses are for convenience only and have no legal effect. "In writing" includes written hard documents on headed paper delivered by hand and by mail to the physical or postal addresses (as the case may be) of the Parties endorsed on this agreement,

COPY

EXHIBIT 1

PROMISSORY NOTE

CIS 10,200.00

Grand Cayman, Cayman Islands

Date JANUARY 28, 2016

FOR VALUE RECEIVED, KEDIAN DOWNER of 31 WESTWOOD DRIVE, GEORGE TOWN (the "Borrower") promises to pay Cayman Leasing Limited, whose address is P.O. Box 1968, Cayman Falls, West Bay Road, Grand Cayman, KYI-1104 Cayman Islands, (the "Holder"), the principal sum of CIS TEN THOUSAND TWO HUNDRED DOLLARS including interest over a period of 20 months.

1. Repayment: Borrower will repay the principal and interest in minimum monthly installments of CIS 510 per month, with the first payment being due on the 1st OF MARCH 2016 and a like payment on the 1st day of each month thereafter until fully paid; such payments to be deposited directly in to the Holder's bank account for 20 consecutive months.
2. Term: 20 consecutive months commencing MARCH 1 2016.
3. Prepayment: This Note may be prepaid, in whole or in part, at any time at the Borrowers option.
4. Bankruptcy: This Note shall be immediately due and payable (including unpaid interest accrued thereon), without demand or notice thereof, upon filing of a petition by or against Borrower under the Laws of the Cayman Islands.
5. Waiver: Borrower hereby waives presentment for payment, notice of nonpayment, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Note and any requirement that Holder proceed against any collateral or any other party prior to or in order to enforce payment of this Note. Borrower further consents to any extension, rearrangement, renewal or postponement of the time for payment of this Note and to any other indulgence with respect hereto without notice, consent or consideration.

K.O

Borrower

 Holder

EXHIBIT 2



*Served
3:55 P.M.
19/5/17.*

31 The Strand
P.O. Box 2075
Grand Cayman KY1-1105
CAYMAN ISLANDS
T: (345) 949-9710
F: (345) 945-2188
E: info@nellaw.com
W: www.nellaw.com

Our ref: 5928-55

Writer's email: ndixey@nellaw.com

18 May 2017

By Hand

Kedean Downer
31 Westwood Drive
George Town
PO Box 1466
Cayman Islands
KY1-1504

Dear Madam,

Re: CAYMAN LEASING LTD
KEDEAN DOWNER
PROMISSORY NOTE

We act for Cayman Leasing Ltd ("the Company") which is the lender under a Promissory Note ("the Promissory Note") entered into with you as borrower on or around 28 January 2016, a copy of which is enclosed for ease of reference.

Under the terms of the Promissory Note you were to pay our client CI\$10,200.00 inclusive of interest ("The Principal Sum") by way of 20 monthly payments in the sum of CI\$510.00 commencing on 1 March 2016.

We are instructed that you have fallen seriously into arrears in respect of the monthly payment schedule. Please find attached the April and May 2017 statements for your attention.

The Company now makes formal demand pursuant to clause 6 of the Promissory Note (as read with clause 8) for repayment of the amount overdue to date in the sum of CI\$6,480.00, plus the collection

expenses presently in the sum of CI\$650.00, failing which our client is at liberty to declare the whole sum immediately due and payable. In the event that it becomes necessary to issue proceedings to recover the whole sum due, our client will also claim the contractual penalty interest, court interest and any additional collection expenses.

We give you notice that payment in the sum of CI\$7,130.00 as set out above must be made at our offices by the close of business on 29 May 2017. Thereafter you must continue to abide by the payment schedule of CI\$510.00 per month.

Yours faithfully

Nelson & Co

Nelson & Company

Encl.

Exhibit 3

Interest @ 2.38%

Payment #	Repayment date	No of days	Interest	Payment amount	Outstanding amount
1	8/7/2017				\$10,846.75
2	8/25/2017	18	\$12.73	-\$200.00	\$10,659.48
3	9/29/2017	30	\$20.85	-\$200.00	\$10,480.33
4	10/27/2017	31	\$21.18	-\$200.00	\$10,301.52
5	11/24/2017	30	\$20.15	-\$200.00	\$10,121.67
6	12/29/2017	31	\$20.46	-\$200.00	\$9,942.13
7	1/26/2018	31	\$20.10	-\$200.00	\$9,762.22
8	2/23/2018	28	\$17.82	-\$200.00	\$9,580.05
9	3/30/2018	31	\$19.36	-\$200.00	\$9,399.41
10	4/27/2018	30	\$18.39	-\$200.00	\$9,217.80
11	5/25/2018	31	\$18.63	-\$200.00	\$9,036.43
12	6/29/2018	30	\$17.68	-\$200.00	\$8,854.11
13	7/27/2018	31	\$17.90	-\$200.00	\$8,672.01
14	8/31/2018	31	\$17.53	-\$200.00	\$8,489.54
15	9/28/2018	30	\$16.61	-\$200.00	\$8,306.14
16	10/26/2018	31	\$16.79	-\$200.00	\$8,122.93
17	11/30/2018	30	\$15.89	-\$200.00	\$7,938.82
18	12/28/2018	31	\$16.05	-\$200.00	\$7,754.87
19	1/25/2019	31	\$15.68	-\$200.00	\$7,570.55
20	2/22/2019	28	\$13.82	-\$200.00	\$7,384.37
21	3/29/2019	31	\$14.93	-\$200.00	\$7,199.29
22	4/26/2019	30	\$14.08	-\$200.00	\$7,013.38
23	5/31/2019	31	\$14.18	-\$200.00	\$6,827.55
24	6/28/2019	30	\$13.36	-\$200.00	\$6,640.91
25	7/26/2019	31	\$13.42	-\$200.00	\$6,454.33
26	8/23/2019	31	\$13.05	-\$200.00	\$6,267.38
27	9/27/2019	30	\$12.26	-\$200.00	\$6,079.64
28	10/25/2019	31	\$12.29	-\$200.00	\$5,891.93
29	11/29/2019	30	\$11.53	-\$200.00	\$5,703.45
30	12/27/2019	31	\$11.53	-\$200.00	\$5,514.98
31	1/31/2020	31	\$11.15	-\$200.00	\$5,326.13
32	2/28/2020	29	\$10.07	-\$200.00	\$5,136.20
33	3/27/2020	31	\$10.38	-\$200.00	\$4,946.58
34	4/24/2020	30	\$9.68	-\$200.00	\$4,756.26
35	5/29/2020	31	\$9.61	-\$200.00	\$4,565.88
36	6/26/2020	30	\$8.93	-\$200.00	\$4,374.81
37	7/31/2020	31	\$8.84	-\$200.00	\$4,183.65
38	8/28/2020	31	\$8.46	-\$200.00	\$3,992.11
39	9/25/2020	30	\$7.81	-\$200.00	\$3,799.92
40	10/30/2020	31	\$7.68	-\$200.00	\$3,607.60

41	11/27/2020	30	\$7.06	-\$200.00	\$3,414.65
42	12/28/2020	31	\$6.90	-\$200.00	\$3,221.56
43	1/29/2021	31	\$6.51	-\$200.00	\$3,028.07
44	2/26/2021	28	\$5.53	-\$200.00	\$2,833.60
45	3/26/2021	31	\$5.73	-\$200.00	\$2,639.32
46	4/30/2021	30	\$5.16	-\$200.00	\$2,444.49
47	5/28/2021	31	\$4.94	-\$200.00	\$2,249.43
48	6/25/2021	30	\$4.40	-\$200.00	\$2,053.83
49	7/30/2021	31	\$4.15	-\$200.00	\$1,857.98
50	8/27/2021	31	\$3.76	-\$200.00	\$1,661.74
51	9/24/2021	30	\$3.25	-\$200.00	\$1,464.99
52	10/29/2021	31	\$2.96	-\$200.00	\$1,267.95
53	11/26/2021	30	\$2.48	-\$200.00	\$1,070.43
54	12/31/2021	31	\$2.16	-\$200.00	\$872.59
55	1/28/2022	31	\$1.76	-\$200.00	\$674.36
56	2/25/2022	28	\$1.23	-\$200.00	\$475.59
57	3/25/2022	31	\$0.96	-\$200.00	\$276.55
58	4/29/2022	30	\$0.54	-\$200.00	\$77.09
59	5/27/2022	31	\$0.16	-\$77.25	\$0.00

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2018

BETWEEN:

CAYMAN LEASING LTD

PLAINTIFF

AND:

KADEAN DOWNER

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim?
(tick box)

YES

NO

4. If you 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 January, 2018

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that she is not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.