

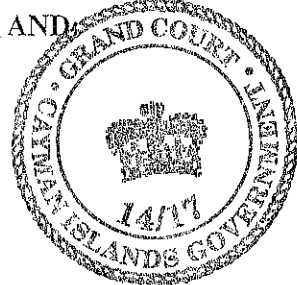
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 16 OF 2018

BETWEEN:

FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED

PLAINTIFF

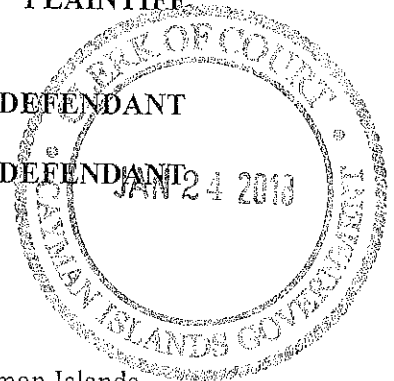


LEWIS EBANKS

IRVIN EBANKS

FIRST DEFENDANT

SECOND DEFENDANT



WRIT OF SUMMONS

TO: IRVIN EBANKS of PO Box 10009APO, Grand Cayman, Cayman Islands
LEWIS EBANKS of PO Box 10009APO, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out of 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 495, George Town, Grand Cayman KY1-1106, 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 within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 23rd day of January 2018.

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a Bank carrying on business at its branch at P.O Box 68 George Town, Grand Cayman, Cayman Islands
2. By the terms of a loan agreement dated 2 December 2010 (“the Loan Agreement”) between the Plaintiff and Empire Development Company Limited (“Empire”) the Plaintiff advanced the sum of CI\$650,000. By clauses entitled “Scheduled Payments” and “Interest”, Empire agreed to repay to the Plaintiff the sum of CI\$650,000 together with interest at the contractual rate of 2.50% over the Cayman Islands Prime Rate per diem on demand by the Plaintiff.
3. At all material times, the Defendants have been (or were) directors of Empire.
4. By guarantees in writing dated 6 December 2010 (“the Guarantees”) the Defendants guaranteed the liabilities of Empire to the Plaintiff to the principal sum of CI\$650,000.00 plus interest and expenses.
5. The Plaintiff made demand on Empire for the sum of CI\$658,148.43 plus accrued interest of CI\$15,303.51 by letter dated 26 January 2012. Empire has failed to make payment to the claimant under the terms of the mortgage.
6. By letters dated 26 January 2012 the Plaintiff made a demand on the Defendants under the terms of the Guarantees for the sum of CI\$650,000. The Defendants have failed to make payment of the sum demanded.
7. The Plaintiff is entitled to and claims payment of the principal sum of CI\$511,675.11 due from the Defendants as at 19 January 2018 under the terms of the Guarantees.
8. Further, the Plaintiff is entitled to and claims contractual interest under clause 5 of the Guarantees on the unpaid amounts due under the Guarantees at the rate of 2.50% over the Cayman Islands Prime Rate per diem amounting to CI\$214,154.79 as at 19 January 2018 and continuing thereon at an annual rate of 7% and CI\$98.13 per diem.

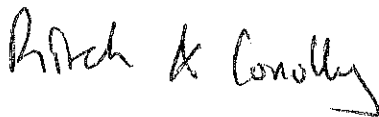
AND the Plaintiff claims:

- 1) CI\$511,675.11 being the principal sum due as of 19 January 2018.
- 2) Pre and post judgment interest at the rate of 7.5% (being 2.5% over the Cayman Islands' Prime Rate of 4.5%) in accordance with clause 5 of the Guarantees on the sums due thereunder in the total sum of CI\$214,154.79 as at 19 January 2018, continuing at a rate of CI\$98.15 per day from 20 January 2018.
- 3) Alternatively, pre and post judgment interest in accordance with Section 34 of the Judicature law (2017 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time.
- 4) Such further and other relief as this Honourable Court may deem just.
- 5) Costs

STATEMENT AS TO INTEREST

1. The contractual terms upon which interest is claimed are set out at paragraph 8 above.
2. The prescribed rate of interest is 7% per annum being 2.5% over the Cayman Islands' Prime Rate of 4.5%.
3. The date from which interest is claimed is the 26 January 2012.
4. The amount of interest accruing each day is CI\$98.13.

Dated the 23rd day of January 2018



RITCH & CONOLLY
Attorneys at Law for the Plaintiffs

TO: The Clerk of the Court
AND TO: The Defendants

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 495, George Town, Grand Cayman KY1-1106.

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. 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

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FIRSTCARIBBEAN INTERNATIONAL BANK
(CAYMAN) LIMITED

PLAINTIFF

AND:

LEWIS EBANKS

FIRST DEFENDANT

IRVIN EBANKS

SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

[Empty rectangular box for defendant name and address]

2. State whether the Defendant intends to contest the action.

Yes

No

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

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 Writ of Summons is acknowledged accordingly.

