

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 59 OF 2018 ()

BETWEEN:

RSD SECURITIES LIMITED

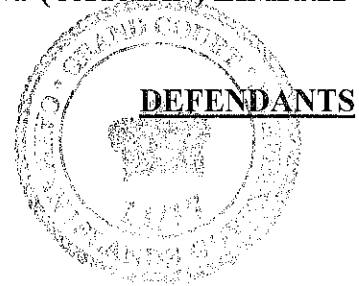
PLAINTIFF



(1) LIONGATE VENTURE PARTNERS LIMITED

(2) LIONGATE CAPITAL MANAGEMENT (CAYMAN) LIMITED

WRIT OF SUMMONS



TO: The Defendant

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, PO Box 495G, 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 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 23 day of March 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.

INDORSEMENT

The Plaintiff claims the sum of USD 25,000 together with interest and costs due from the First Defendant pursuant to a Promissory Note dated 26th March 2012 which has been assigned to the Plaintiff or the Plaintiff claims the sum of USD 25,000 together with interest and costs due by the Second Defendant pursuant to breach of contract.

STATEMENT OF CLAIM

1. On or about 26 March 2012 the First Defendant executed a promissory note in favour of the Second Defendant in the sum of USD 25,000 (the "Note") in consideration for the transfer of USD 25,000 by way of loan from the Second Defendant to the First Defendant (the "Debt").
2. The Second Defendant assigned all rights, title, interest and benefits in and to the Note and the Debt to the Liongate Limited on and with effect from 1 May 2013 pursuant to a Transfer Deed of that date (the "2013 Deed"), alternatively on and with effect from 29 December 2017 pursuant to a Deed of Assignment of that date (the "2017 Deed").
3. Liongate Limited subsequently assigned all rights, title, interest and benefits in and to the Note and the Debt (including without limitation all rights, title, interest and benefit acquired from the LCMC) to the Plaintiff on and with effect from 1 May 2013 pursuant to the 2013 Deed, alternatively on and with effect from 29 December 2017 pursuant to the 2017 Deed.
4. The Plaintiff demanded payment from the First Defendant of the sum of USD 25,000 plus interest in the sum of USD 250 on 7 March 2018.
5. The First Defendant has not paid this sum or any sum to the Plaintiff. The sum of USD 25,000 plus interest in the sum of USD 250 accordingly remains outstanding.
6. Alternatively, it was an implied term of the 2013 Deed that the Second Defendant would hold any sum(s) received from the First Defendant on or after 1 May 2013, alternatively between 1 May 2013 and the date on which the Second Defendant notified the First Defendant of the assignment, on trust for the Plaintiff and/or would pay such sum(s) to the Plaintiff forthwith.

7. Insofar as any sum(s) were paid by the First Defendant to the Second Defendant on or after 1 May 2013, the Second Defendant holds those sum(s) on trust for the Plaintiff. The Second Defendant should be ordered to transfer such sum(s) to the Plaintiff.
8. Further and/or alternatively, the Second Defendant's failure to transfer such sum(s) to the Plaintiff constitutes a breach of the 2013 Deed which has caused loss and damage to the Plaintiff. The Plaintiff claims such loss and damage from the Second Defendant.
9. Further and/or alternatively, the Second Defendant failed to give notice of the assignment to the First Defendant as soon as was reasonably practicable, in breach of Clause 2 of the 2013 Deed. That breach caused loss and damage to the Plaintiff in the amount of any sum(s) paid by the First Defendant to the Second Defendant in relation to the Note after 1 May 2013. The Plaintiff claims such loss and damage from the Second Defendant.
10. Accordingly, the Plaintiff claims against the Defendants:
 - a. As against the First Defendant, the sum of USD 25,000 plus interest in the sum of USD 250, or such other sum as is owing, as a debt, alternatively an equivalent sum as damages for breach of contract;
 - b. A declaration that the sum of USD 25,000 plus USD 250, or such other sum as the Court directs, is held on trust by the Second Defendant for the Plaintiff;
 - c. The transfer from the Second Defendant to the Plaintiff of the sum of USD 25,000 plus USD 250, or such other sum as the Court directs;
 - d. The sum of USD 25,000 plus USD 250, or such other sum as the Court directs, as damages for breach of contract by the Second Defendant;
 - e. Interest;

f. Costs.

Dated this 23 day of March 2018


CIRCUMFERENCE LEGAL (FORMERLY TURNERS)
Attorney-at-law for the Plaintiff

THIS WRIT was issued by Circumference Legal (Formerly Turners), Attorneys-at-law for the Plaintiff whose address for service is:
4th Floor, Century Yard, Cricket Square, Elgin Avenue, George Town, Grand Cayman, Cayman Islands

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO ~~FSD~~ 59 OF 2018 ()

BETWEEN:

RSD SECURITIES LIMITED

PLAINTIFF

AND: (1) LIONGATE VENTURE PARTNERS LIMITED

(2) LIONGATE CAPITAL MANAGEMENT (CAYMAN) LIMITED

DEFENDANTS

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 Delay may result in judgment being entered directions and notes for guidance against a Defendant whereby he may have to carefully before completing this form. If pay the costs of applying to set it aside. any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

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

Attorney for

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 o, 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.

Circumference Legal (formerly Turners)
Attorneys-at-Law
P.O. Box 2636,
4th Floor, Century Yard, Cricket Square,
Elgin Avenue,
Grand Cayman, KY1-1102,
CAYMAN ISLANDS

T. 345.943.5555
F. 345.949.9999

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

Acknowledgement of service of Writ of Summons (O.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.

f. Costs.

Dated this 23 day of March 2018


CIRCUMFERENCE LEGAL (FORMERLY TURNERS)
Attorney-at-law for the Plaintiff

THIS WRIT was issued by Circumference Legal (Formerly Turners), Attorneys-at-law for the Plaintiff
whose address for service is:
4th Floor, Century Yard, Cricket Square, Elgin Avenue, George Town, Grand Cayman, Cayman Islands