

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 68 OF 2018

BETWEEN:

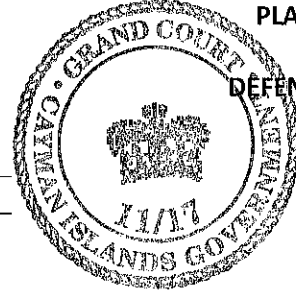
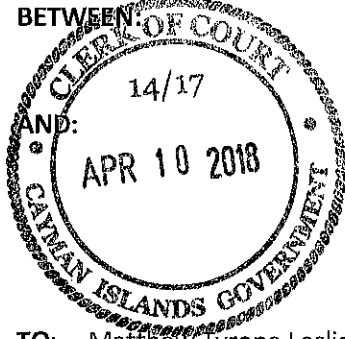
CHRISTIAN GUZMAN

PLAINTIFF

AND:

MATTHEW TYRONE LESLIE

DEFENDANT



WRIT OF SUMMONS

TO: Matthew Tyrone Leslie of 391 Esterley Tibbetts Highway, 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 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 495, 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 the 10th day of April 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.

00853861-1

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is ISSUED by **SOLOMON HARRIS** of 3rd Floor, FirstCaribbean Bank, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

STATEMENT OF CLAIM

1. The Plaintiff entered into an Investment Loan Agreement with the Defendant on 21 February 2017 (the "Loan Agreement"). The terms of the Loan Agreement provided for a loan in the principle amount of US\$100,000 (the "Loan") with interest payable on the principal at the rate of 25 percent (the "Interest"), (collectively the "Outstanding Amount"). Further, the Loan Agreement provided that the Outstanding Amount be payable in full payable on or before 120 days from the date of the Loan Agreement.
2. The Loan Agreement further provided:

Notwithstanding anything to the contrary in the Agreement, if the Borrower defaults in the performance of any obligation under this Agreement, the Investor may declare the principal amount owing and interest due under this Agreement at that time to be immediately due and payable.

If the Borrower defaults in any payment as required under this Agreement or after demand for ten (10) days after payment is due, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party until such payment is met.
3. The Loan is secured by a shareholding interest purported to be held in Cayman Mardi Gras (CMG Events) (the "Security").
4. In breach of the terms of the Loan Agreement the Defendant has more than exceeded the prescribed time limit of 120 days by which the Loan and Interest were to be repaid to the Plaintiff.
5. The Plaintiff has attempted several times to contact the Defendant to ascertain when the payment would be made but his efforts were unsuccessful.
6. Accordingly, the Plaintiff, through his attorneys, made formal demand for payment in a letter dated 15 January 2018 (the "First Demand Letter") which was sent by email to the Defendant and personal service was attempted but was unsuccessful at that time. As at the date of the First Demand letter the Defendant was more than 200 days in arrears of the repayment of the Loan.
7. A second demand letter dated 6 February 2018 (the "Second Demand Letter") was sent by email to the Defendant and a process server was instructed by the Plaintiff's attorneys to personally serve the Defendant with the Second Demand Letter together with the First Demand Letter.
8. The Defendant was personally served with both the First Demand Letter and the Second Demand Letter on 14 February 2018.
9. The Second Demand Letter provided that the Defendant was to repay the full outstanding sum within 10 days of the date of that letter, i.e. 16 February 2018 to repay the Outstanding

00853861-1

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is ISSUED by **SOLOMON HARRIS** of 3rd Floor, First Caribbean Bank, P.O. Box 1990, Grand Cayman, KY1-1104, Cayman Islands, Attorneys-at-law for and on behalf of the Plaintiff whose address for service is that of its said Attorneys-at-law.

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

CAUSE NO: OF 2018

BETWEEN:

CHRISTIAN GUZMAN

PLAINTIFF

AND:

MATTHEW TYRONE LESLIE

DEFENDANT

**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 directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.



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

(Signed).....
Attorney for

Please complete overleaf

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 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.

SOLOMON HARRIS
3rd Floor, FirstCaribbean Bank,
P.O. Box 1990,
Grand Cayman KY1-1104,
Cayman Islands

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