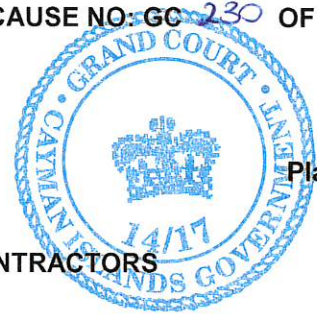


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 230 OF 2018

BETWEEN:

CAYMAN PREMIX LIMITED



Plaintiff

AND

1. PRO GEN GROUP LTD. T/A PRO GENERAL CONTRACTORS
2. LEIGHTON ELLIOTT

Defendants



WRIT OF SUMMONS



TO:

Pro Gen Group Ltd. T/A Pro
General Contractors
49 Tide Water Avenue
Grand Cayman
Cayman Islands

Leighton Elliott
PO Box 11753
49 Tide Water Avenue
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, Grand Cayman, KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement 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 26 day of November 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 Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The First Defendant's registered office is Block 25C Parcel 518, 49 Tide Water Avenue George Town, Grand Cayman, Cayman Islands.
3. The Second Defendant is an individual who resides in the Cayman Islands with a physical address of 49 Tide Water Avenue George Town, Grand Cayman, Cayman Islands
4. The Plaintiff's business involves the supply and delivery of concrete, mortar, cement and other similar products. The Plaintiff agreed to supply concrete to the First Defendant to be delivered at a location of the Second Defendant's request, and raise an invoice for payment of the goods and services rendered. There was no formal contract drawn between the parties to govern the facility by which credit was so advanced.

The Plaintiff provided the following invoices upon delivery of the goods in the name of the First Defendant (collectively "the Invoices").

Invoice No	Invoice Date	Amount (KYD)	Credit (KYD)	Balance (KYD)
17329	14 May 2016	\$1,316.00	\$0	\$1,316.00
19821	17 February 2017	\$1,243.00	\$0	\$1,243.00
19884	24 February 2017	\$845.00	\$0	\$845.00
19922	2 March 2017	\$507.00	\$0	\$507.00
19959	6 March 2017	\$383.00	\$0	\$383.00
20000	10 March 2017	\$5,527.00	\$0	\$5,527.00
20130	21 March 2017	\$1,521.00	\$0	\$1,521.00
20148	24 March 2017	\$1,056.00	\$0	\$1,056.00
20314	11 April 2017	\$2,097.00	\$0	\$2,097.00

20519	9 May 2017	\$2,134.00	\$0	\$2,134.00
20629	25 May 2017	\$7,716.00	\$0	\$7,716.00
20803	16 June 2017	\$18,320.00	\$0	\$18,320.00
20886	28 June 2017	\$3,268.00	\$0	\$3,268.00

5. The total amount due under the Invoices was CI\$46,933.00.
6. On or around the 22 May 2018 a formal demand letter was personally served on the Second Defendant.
7. On or about 23 July 2018, the First Defendant entered into an agreement with the Plaintiff (the **"the Promissory Note"**). The terms of the Promissory Note were, *inter alia*, as follows:
 - *"The total principal sum of CI\$46,933.00 shall be payable by the Maker to the Payee by way of monthly instalments of CI\$3000.00 per month. The first instalment to be made by 4:00pm on 6 July 2018. Subsequent payments shall be made by 4:00pm on the first working day of each month thereafter until the principal debt together with accumulated interest and legal costs are paid in full.*
 - *Interest shall be payable on the same dates as principal is repaid in arrears at the rate of 15% per annum.*
 - *The principal amount of this Note represents an aggregate of amounts of existing indebtedness that the Maker freely admits are due and owing to Payee and/or its affiliates and related entities as of the date hereof. the event that any payment of principal and/or interest is not actually received by Payee on or prior to the respective due date, Maker agrees to pay Payee a late charge equal to 10% per annum on such delinquent amount until paid or such lesser amount as shall be permitted by law.*
 - *In the event that any payment of principal and interest is not paid within seven (7) days of its due date hereunder or in the event of commencement by or in respect of the Maker of bankruptcy proceedings (whether voluntary or compulsory), all unpaid amounts evidenced by this Promissory Note, at the option of the Payee, shall immediately become due and payable, without demand or notice. Failure to exercise this option shall not constitute a waiver of the rights to exercise the same in the event of ongoing or subsequent default.*

- *In the event of default hereunder, all costs and expenses of collection or attempts at collection (including legal fees on a full indemnity basis regardless of any scale court costs which may otherwise apply) may be recovered by the Payee from the Maker, whether this Promissory Note is collected by suit otherwise. While this Promissory Note is in default, any amounts due hereunder shall continue to bear interest at the rate of interest equal to 18% per annum."*
8. The Second Defendant personally guaranteed payment in full of the charges incurred by the First Defendant pursuant to the Promissory by signing a Personal Guarantee. A term of the Personal Guarantee was that, inter alia, *the undersigned (the "Guarantor") hereby guarantees on demand to pay to the Creditor all monies and discharge all obligations and liabilities whether actual or contingent now or at any time hereafter due owing or incurred to the Creditor by Pro Gen Group Ltd. t/a Pro General Contractors ("the Company") in whatever currency denominated in any manner whatsoever (whether alone or jointly and in whatever style name or form and whether as principal or surety) (when the same are due) together with interest (as well after as before any demand or judgment) to date of payment at such rates and upon such terms may from time to time be payable by the Company (or which would have been so payable but for the liquidation administration or other incapacity of the Company) and all commissions fee and other charges and all legal and other costs and expenses incurred by the Creditor in relation to the Company or this Guarantee or any other guarantee indemnity or security for any monies obligations or liabilities hereby guaranteed on a full indemnity basis."*
 9. Therefore the Second Defendant is liable to the Plaintiff for all money due to the Plaintiff by the First Defendant. The Second Defendant made one payment of CI\$3,000 on 17 September 2018, however no further payments have been made as of the date of the commencement of this proceeding.
 10. Notwithstanding the above, the Defendants have either failed or neglected to make full payment to the Plaintiff.
 11. The Plaintiff is owed the principal sum of CI\$43,933.00 plus interest of CI\$2,292.94, for a total of CI\$46,225.94 as set out below. Interest on that sum continues to accrue at the rate of 15% per annum being CI\$18.05 per day.
 12. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$43,933.00 being the principal sum due;

- b) CI\$2,292.94 pre-judgment interest from 23 July 2018 to 26 November 2018 at the rate of 15% per annum in accordance with the Promissory Note as set out in paragraph 5 above;
- c) Post judgment interest from 26 November 2018 at the rate of 15% per annum in accordance with the terms of the Promissory Note being CI\$18.05 per day;
- d) The Plaintiff's costs to be taxed if not agreed; and
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$43,933.00. The amount of the filing fees to commence the proceeding is CI\$200.00 along with ad valorem fees in the sum of CI\$339.33. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the Plaintiff or to its Attorneys-at-Law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 7 above;
2. The prescribed rate of interest is 15% per annum;
3. The date from which interest is payable is 23 July 2018; and
4. The amount of interest accruing due each day is CI\$18.05.

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 418890.0024).

Acknowledgment 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 each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, 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 Acknowledgement 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: GC OF 2018

B E T W E E N:

CAYMAN PREMIX LIMITED

Plaintiff

AND

1. PRO GEN GROUP LTD. T/A PRO GENERAL CONTRACTORS
2. LEIGHTON ELLIOTT

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 directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly,

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

**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

(Signed).....

[Attorney] for
[Defendant in person]
Address for service:

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 communication 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.

HSM Chambers 68 Fort Street PO Box 31726 George Town Grand Cayman KY1-1207 CAYMAN ISLANDS Ref: 418890.0024
--

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

--