

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 31 OF 2019

BETWEEN: ORMOND A. WILLIAMS

Plaintiff

AND: (1) CAYMAN NATIONAL BANK LTD.

(2) CAYMAN NATIONAL CORPORATION LTD.

(3) CAYMAN NATIONAL PROPERTY HOLDINGS LTD.

(4) CAYMAN NATIONAL MORTGAGE FUND LTD.

Defendants

WRIT OF SUMMONS

TO: (1) Cayman National Bank Ltd; (2) Cayman National Corporation Ltd; (3) Cayman National Property Holdings Ltd; and (4) Cayman National Mortgage Fund Ltd.

ALL OF: P.O. Box 30239, 62 Forum Lane, Suite 6201, Camana Bay, Grand Cayman KY1-1201, 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 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 28th day February of 2019.

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.

GENERAL INDORSEMENT

1. The Plaintiff claims against the 1st Defendant:
 - (1) Damages for wrongful termination, and breaches of the Plaintiff's contract of employment as President of the 1st Defendant, for that from and since 9 November 2018, or alternatively, 14 November 2018, the 1st Defendant wrongfully and without proper legal justification, terminated and otherwise breached the Plaintiff's contract of employment as President of the 1st Defendant, as a consequence of which the Plaintiff suffered loss and damage;
 - (2) A declaration that the Plaintiff is and continues to be a director of the 1st Defendant and is entitled to all the rights and benefits as a director of the 1st Defendant;
 - (3) Director's fees due to the Plaintiff and unpaid from the date of his appointment as a director of the 1st Defendant to the present, and continuing;
 - (4) Further, or alternatively, damages for the loss of the Plaintiff's office as a director of the 1st Defendant.

2. The Plaintiff claims against the 2nd Defendant, damages for inducement of breach of contract, for that, on various dates between May 2018 and November 2018, the 2nd Defendant knowingly, unlawfully and without reasonable justification procured or induced the 1st Defendant to:
 - (a) terminate or otherwise breach the Plaintiff's contract of employment with the 1st Defendant; and
 - (b) breach the Plaintiff's implied services contract as a director of the 1st Defendant and to deprive the Plaintiff of his rights and benefits as a director of the 1st Defendant,as a consequence of which the Plaintiff has suffered loss and damage.

3. The Plaintiff claims against the 3rd Defendant:

- (1) A declaration that the Plaintiff is and continues to be a director of the 3rd Defendant and is entitled to all the rights and benefits of a director of the 3rd Defendant.
- (2) Director's fees due to the Plaintiff and unpaid from the date of his appointment as a director of the 3rd Defendant to the present, and continuing;
- (3) Further, or alternatively, damages for the loss of the Plaintiff's office as a director of the 3rd Defendant.

4. The Plaintiff claims against the 4th Defendant:

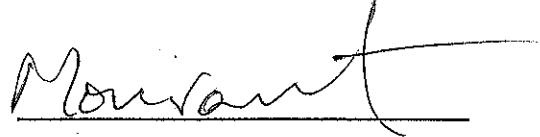
- (1) A declaration that the Plaintiff is and continues to be a director of the 4th Defendant and is entitled to all the rights and benefits of a director of the 4th Defendant.
- (2) Director's fees due to the Plaintiff and unpaid from the date of his appointment as a director of the 4th Defendant to the present, and continuing;
- (3) Further or alternatively, damages for the loss of the Plaintiff's office as a director of the 4th Defendant.

5. The Plaintiff claims against the 1st and 2nd Defendants:

- (1) Exemplary damages; and/or
- (2) Aggravated damages.

6. The Plaintiff claims against all the Defendants:

- (1) Pre-judgment and post-judgment interest pursuant to section 34 of the Judicature Law, for such periods and at such rates as to this Court seems just;
- (2) Costs.

A handwritten signature in cursive script, appearing to read "Mourant", is written over a horizontal line. The signature is positioned to the left of the printed name "MOURANT OZANNES".

MOURANT OZANNES

Attorneys-at-law for the Plaintiff

28 February 2019

This Writ of Summons is filed by Mourant Ozannes, Attorneys-at-Law for the Plaintiff whose address for service is PO Box 1348, 4th Floor, 94 Solaris Avenue, Camana Bay, Grand Cayman KY1-1108 (Ref: 8039876/74954113/1)

**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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2019

BETWEEN: ORMOND A. WILLIAMS

Plaintiff

- AND:
- (1) CAYMAN NATIONAL BANK LTD.
 - (2) CAYMAN NATIONAL CORPORATION LTD.
 - (3) CAYMAN NATIONAL PROPERTY HOLDINGS LTD.
 - (4) CAYMAN NATIONAL MORTGAGE FUND LTD.

Defendants

ACKNOWLEDGEMENT 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.

Mourant Ozannes
Attorneys at Law
94 Solaris Avenue
Camana Bay
PO Box 1348
Grand Cayman KY1-1108
Ref: 8039876/74954113/1

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