

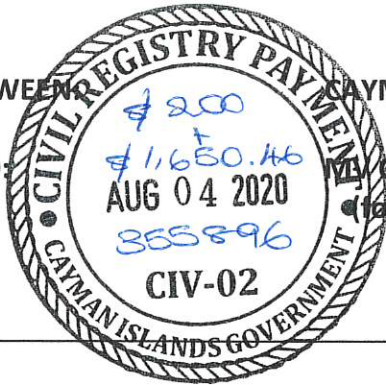
IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO.: 114 OF 2020

BETWEEN MV CAYMAN WATER COMPANY LIMITED PLAINTIFF

AND MV CAYMAN LTD. DEFENDANT
(formerly, HHG CAYMAN LTD.)



WRIT OF SUMMONS

TO: MV Cayman Ltd. (formerly, HHG Cayman Ltd.) c/o G.K. Management Limited, P.O. Box 10729
67 Fort Street, George Town, Grand Cayman KY1-1007, 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 of service of this Writ on you, including the date of service, you must either satisfy the claim or return to the Courts 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 of Service 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 4th day of August, 2020.

NOTE – this Writ may not be served later than four calendar months (of if leave is required to effect service out of the jurisdiction, six 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.

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was filed by Olivaire Watler, Attorney-at-Law for the Plaintiff, whose address for service is 2nd Floor, Zephyr House, 122 Mary Street, P.O. Box 11540, Grand Cayman, KY1-1009, Cayman Islands

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.: OF 2020

BETWEEN: CAYMAN WATER COMPANY LIMITED PLAINTIFF

AND: MV CAYMAN LTD. DEFENDANT
(formerly, HHG CAYMAN LTD.)

STATEMENT OF CLAIM

The Parties and the Agreements

1. The Plaintiff is a Cayman Islands ordinary resident company authorized to supply potable water within its licence area.
2. The Defendant is an ordinary resident Cayman Islands company and was at all material times a customer of the Plaintiff.
3. Pursuant to an agreement dated 25th May, 2017 made between the Plaintiff and the Defendant (Account Number 7419-28337) and a further agreement made between the Plaintiff and the Defendant dated 26th June, 2017 (Account Number 8557-28709) (collectively, the "Agreements" and each "each Agreement") the Plaintiff and the Defendant agreed that the Plaintiff would supply potable water by pipe to the property legally described as Registration Section West Bay Beach South, Block 13B, Parcel 124REM1H1 having the service address of 269, West Bay Road and known as Margaritaville (the "Property") on the terms and conditions specified in the Agreements.

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was filed by Olivaire Watler, Attorney-at-Law for the Plaintiff, whose address for service is 2nd Floor, Zephyr House, 122 Mary Street, P.O. Box 11540, Grand Cayman, KY1-1009, Cayman Islands

4. Under clause 3 of each Agreement the Plaintiff agreed to bill the Defendant monthly for water supplied and the Defendant agreed to pay such invoices in full on the later of (a) ten (10) days after the invoice date, or (b) the 21st day of the month following the month in respect of which the invoice relates. The Defendant further agreed to pay interest on overdue amounts at the rate of 1½% per month calculated from the due date to the date of payment, with monthly rests. It was further agreed between the parties that if the Defendant failed to pay any invoice in full within ten (10) days (or such longer period as may be required by the Licence) after its due date, the Plaintiff would be entitled to disconnect the Property from its water supply. Under clause 18 of each Agreement the Defendant agreed to indemnify the Plaintiff against all costs, expenses (including attorney's fees and disbursements), judgments, penalties, fines and amounts incurred by the Plaintiff from any action(s) in relation to any outstanding invoice payments.

5. By Special Resolution dated 20th June, 2018, the Defendant changed its name from HHG Cayman Ltd. to MV Cayman Ltd.

Breach of the Agreements

6. Wrongfully and in breach of contract, the Defendant has failed, refused or neglected to comply with each Agreement and to pay the outstanding balances on the invoices as set out below. Notwithstanding demands for payment made on the Defendant by the Plaintiff, the Defendant has wrongfully failed, refused or neglected to pay the Plaintiff the monies owed and the same are still due and owing to the Plaintiff.

Account Number	Invoice Number	Date of Invoice	Balance Due of Invoice	Contractual Due Date of Invoice
7419-28337	802425	10 th February, 2020	CI\$ 1,269.42	21 st February, 2020
8557-28709	802539	10 th February, 2020	CI\$53,744.06	21 st February, 2020
7419-28337	809031	11 th March, 2020	CI\$ 1,713.73	21 st March, 2020
8557-28709	809145	11 th March, 2020	CI\$35,377.21	21 st March, 2020
7419-28337	815669	9 th April, 2020	CI\$ 1,152.22	21 st April, 2020

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8557-28709	815783	9 th April, 2020	CI\$49,479.94	21 st April, 2020
7419-28337	822312	11 th May, 2020	CI\$ 460.72	21 st May, 2020
8557-28709	822246	11 th May, 2020	CI\$47,736.42	21 st May, 2020
7419-28337	828956	9 th June, 2020	CI\$ 259.41	21 st June, 2020
8557-28709	829070	9 th June, 2020	CI\$42,357.61	21 st June, 2020
7419-28337	835626	9 th July, 2020	CI\$ 280.74	21 st July, 2020
8557-28709	835740	9 th July, 2020	CI\$16,260.32	21 st July, 2020
TOTAL PRINCIPAL AMOUNT DUE			<u>CI\$250,091.80</u>	21 st July, 2020

7. The Plaintiff has suffered loss and damage as a result of the breaches of contracts, namely the principal sum of CI\$250,091.80, interest thereon calculated in accordance with clause 3 of the respective Agreement, and costs and expenses including attorney's fees disbursements incurred in connection with legal advice and assistance in seeking collection of the principal sum.
8. The Plaintiff disconnected the water supply to the Property on 8th July, 2020 in accordance with clause 3 of each Agreement.

AND THE PLAINTIFF claims:

1. CI\$250,091.80, being the principal sum due from the due dates shown in paragraph 6 above;
2. Interest on the principal sum pursuant to clause 3 of each Agreement until the principal sum is fully paid, being CI\$25,446.17 as at the date hereof and accruing at a daily rate of CI\$132.15 for Account Number 8557-28709, and CI\$2.77 for Account Number 7419-28337;
3. The Plaintiff's costs and expenses, including attorney's fees and disbursements, on an indemnity basis pursuant to clause 18 of each Agreement, being CI\$ ~~9,969-46~~ at the date hereof.

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was filed by Olivaire Watler, Attorney-at-Law for the Plaintiff, whose address for service is 2nd Floor, Zephyr House, 122 Mary Street, P.O. Box 11540, Grand Cayman, KY1-1009, Cayman Islands

4. Further and/or other relief as the court directs;

Dated this 4th day of August, 2020

A handwritten signature in blue ink, appearing to read 'Olivaire', written over a horizontal line.

Olivaire Watler, Attorney-at-Law for the Plaintiff

TO: **MV Cayman Ltd.** (formerly, HHG Cayman Ltd.) c/o G.K. Management Limited P.O. Box 10729
67 Fort Street, George Town, Grand Cayman KY1-1007, Cayman Islands

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was filed by Olivaire Watler, Attorney-at-Law for the Plaintiff, whose address for service is 2nd Floor, Zephyr House, 122 Mary Street, P.O. Box 11540, Grand Cayman, KY1-1009, Cayman Islands

**DIRECTIONS FOR ACKNOWLEDGEMENT 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, 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. 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 installments or otherwise.

See over for Notes for Guidance

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 2020

BETWEEN: CAYMAN WATER COMPANY LIMITED PLAINTIFF
AND: MV CAYMAN LTD. DEFENDANT
(formerly, HHG CAYMAN LTD.)

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



THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM was filed by Olivaire Watler, Attorney-at-Law for the Plaintiff, whose address for service is 2nd Floor, Zephyr House, 122 Mary Street, P.O. Box 11540, Grand Cayman, KY1-1009, Cayman Islands

Service of the writ is acknowledged accordingly

(Signed)

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.

Olivaire Watler
Attorney-at-Law
P.O. Box 11540
Suite G, 2nd Floor, Zephyr
House, 122 Mary St.
Grand Cayman, KY1-1009
Cayman Islands

Phone: +1 (345) 926 8018

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

[Empty box for Defendant's Attorney Indorsement]