

IN THE GRAND COURT OF THE CAYMAN ISLANDS

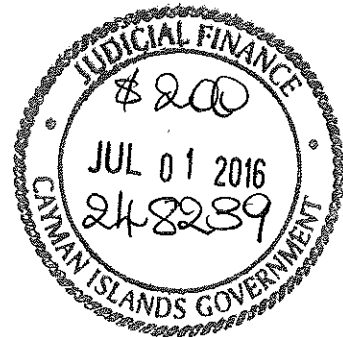
CAUSE NO: 0119 OF 2016

BETWEEN: FINANCIAL INTEGRATED SERVICES LTD PLAINTIFF

AND: LOVINE WILSON-BARRETT DEFENDANT

WRIT OF SUMMONS

TO: Lovine Wilson-Barrett
196 Shedden Road, George Town
Grand Cayman



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 day of June 2016.

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.

STATEMENT OF CLAIM

1. The Plaintiff was at all material times a limited liability company engaged in the business of providing loans and other financial assistance to residents of the Cayman Islands.
2. The Defendant was at all material times a resident of the Cayman Islands, lawfully employed, and a borrower from the said Plaintiff's business.
3. Sometime in October 2014 the Defendant applied for and the Plaintiff loaned her a total of CI\$22,500.00.
4. It was a condition of the said loan that until demand by the Plaintiff for payment of all outstanding principal and interest accrued, the Defendant would repay the principal amount owed and all interest thereon by means of equal monthly instalments of CI\$500.00 and that the loan would attract an interest rate of 12.5% per annum until repayment of the debt in full.
5. The agreement between the parties is evidenced in writing in a Promissory Note and Loan Agreement signed by the parties and dated 15th October 2014.
6. That in breach of the said agreement, the Defendant failed to make all payments as agreed and as a result the loan fell into arrears which caused the Plaintiff to make informal demands on the Defendant for payment.
7. The last payment made by the Defendant was on 3rd May 2015 in the amount of CI\$100.00 and she's made no further payment towards her outstanding debt to date.

8. On the 4th May 2016 the Plaintiff made a formal demand in writing, through their Attorneys, on the Defendant for repayment on or before 18th May 2016 of all outstanding principal and interest accrued on the loan.
9. The Defendant has not paid the balance of the said loan amounting to CI\$28,081.06 as at 4th May 2016 and interest of CI\$538.54 thereon and the same remains due and owing by her to the Plaintiff.

STATEMENT REGARDING INTEREST

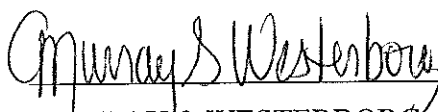
- a) The rate of interest from 5th May 2016 to the present is 12.5% per annum.
- b) The amount of interest accruing prior to the issue of the Plaint is CI\$538.54.
- c) The amount of interest accruing each day following the issue of the Plaint is CI\$9.80.

AND THE PLAINTIFF CLAIMS:

- (a) The said sum of CI\$28,081.06.
- (b) Interest in the sum of CI\$538.54 calculated at the contractual rate of 12.5% per annum from 5th May 2016 to date.
- (c) Interest thereafter at the contractual rate of 12.5% per annum.
- (d) Fixed Costs of CI\$150.00 plus filing fees of CI\$25.00 and bailiff fees of CI\$30.00 or, in the alternative, Costs to be assessed.

If within the time for returning the Acknowledgement of Service the Defendant pays the total amount claimed of CI\$28,824.60 including interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys-at-Law.

Filed the 30th day of June 2016.


MURRAY & WESTERBORG
Attorneys-at-Law for the Plaintiff

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 installments 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.

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CAUSE NO: OF 2016

BETWEEN: FINANCIAL INTEGRATED SERVICES LTD PLAINTIFF
AND: LOVINE WILSON-BARRETT 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.

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