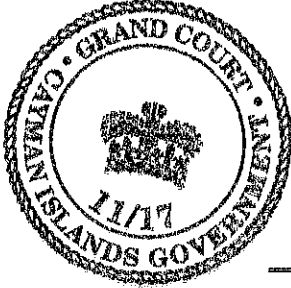


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 28 OF 2018

BETWEEN:



FIDELITY BANK (CAYMAN) LIMITED

Plaintiff

AND

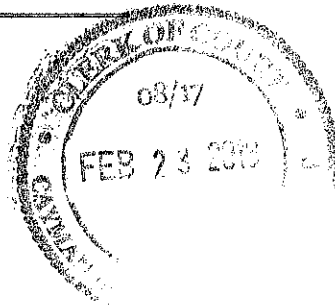
DONALD SAINT DOVER FRANCIS

Defendant

WRIT OF SUMMONS

TO:

Mr. Donald Saint Dover Francis
#50 Sextant Drive, North Sound
P.O. Box 654
Grand Cayman, KY1-1603
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 21st day of February 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 Bank 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, P.O. Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 654, Grand Cayman KY1-1603, Cayman Islands.
3. Pursuant to a promissory note dated 11 February 2015, the Plaintiff agreed to loan to the Defendant the sum of CI\$50,000.00 together with interest at the rate of 15% per annum ("the Promissory Note").
4. It was a term of the Promissory Note that the Defendant agreed to, inter alia, the following:

"For value received I promise to pay on demand to FIDELITY BANK (CAYMAN) LIMITED or order at its Principal Office George Town, Grand Cayman the sum of KYD 50,000 (FIFTY THOUSAND CAYMAN ISLANDS DOLLARS) together with interest at the rate of 15%."
5. It was the terms of the credit facility letter that the monthly payment is CI\$1,064.84 for the duration of 84 months, otherwise the loan was repayable on demand.
6. The Defendant failed to make payments to the Plaintiff in accordance with the Credit Facility Letter. On or around 26 May 2017 at 10:45am, the Defendant was personally served with a demand letter dated 16 May 2017 ("the Demand Letter") demanding repayment of the arrears at that stage within 7 days of service, otherwise, the entire balance would become due and owing.
7. It was the terms of the Second promissory note, signed on 19 September 2017, that the Defendant agreed to pay CI\$400 per month due on or before the end of each month with the first instalment due on or before 30 September 2017 that the Defendant agreed to, inter alia the following:

"6. 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.

7. All costs and expenses of collection (including all legal fees) will be recoverable on a full indemnity basis from the Maker. Any amounts due hereunder shall continue to bear interest at the rate of interest equal to 15% per annum. All accrued legal fees and interest will be due and payable upon making of the last monthly payment".

8. The Defendant failed to comply with the terms of the Demand and the Second Promissory Note and, as at 1 February 2018, the Defendant was indebted to the Plaintiff in the sum of CI\$45,296.94 being the principal sum plus interest in the sum of CI\$7,872.03 from 5 December 2016 to 2 February 2018 at the rate of 15% per annum and continuing at the rate of CI\$18.61 per diem in accordance with the terms of the Promissory Note.
9. Alternatively, the Plaintiff claims statutory interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2010 at such rate and for such period as the Court deems fit.
10. The Plaintiff is entitled to, and claims, its contractual fees and all costs of, and incidental to, the enforcement of its rights under the Loan, on an indemnity basis pursuant to paragraph 6 and 7 of the Second Promissory Note.
11. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceedings.

AND THE PLAINTIFF CLAIMS:

- a) CI\$45,296.94 being the Principal Sum due as at 1 February 2018;
- b) CI\$7,872.03 Pre- and post-judgment interest from 5 December 2016 to 2 February 2018 at the rate of 15% per annum and continuing at the rate of CI\$18.61 per diem in accordance with the terms of the Promissory Note;

- c) Alternatively, pre- and post-judgment interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2010 at such rate as the Court deems fit;
- d) Costs on an indemnity basis in accordance with paragraph 6 and 7 of the Second Promissory Note.
- e) Such further and other relief as this Court may deem just.



HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$45,296.94. The amount of the filing fees to commence the proceeding is CI\$200.00 along with ad valorem fees in the sum of CI\$352.97. 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 3 above;
2. The proscribed rate of interest is 15% per annum;
3. The date from which interest is payable is 5 December 2016; and
4. The amount of interest accruing due each day is CI\$18.61.