



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC OF 2023

JOHN BROADBENT

Plaintiff

and

LARRY BECKER AND LORN BECKER AS PERSONAL REPRESENTATIVES OF
THE ESTATE OF WILLIAM WOODS BECKER (DECEASED)

and

HARTFORD HOLDINGS LTD.

Defendants

WRIT OF SUMMONS

TO: LARRY BECKER, of 8036 Bellflower Court, Niowt Colorado 80544, USA

LORNY BECKER, of 5007 Donsdale Drive, Edmonton, Alberta T6M 2V2, Canada

HARTFORD HOLDINGS LTD. whose registered office is Campbells Corporate Services Limited,
Floor 4, Willow House, Cricket Square, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of PO Box 1067,
Grand Cayman, KY1-1102, Cayman Islands

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the
claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands

This **WRIT OF SUMMONS AND STATEMENT OF CLAIM** was filed by Plaintiff's attorneys, Nelsons, whose address is PO Box 30069, 31 The Strand, P.O. Box 30069,
Grand Cayman KY1-1201, 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 any intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 6 February 2023

NOTE this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

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and

HARTFORD HOLDINGS LTD.

Defendants

STATEMENT OF CLAIM

Introduction

1. The Plaintiff is a business man, ordinarily resident in the Cayman Islands.
2. The First Defendants are the personal representatives of the estate of William Woods Becker (deceased), formerly of 2159 West Bay Road, PO Box 143, Georgetown, Grand Cayman KY1-1104.
3. The Second Defendant is an exempt company registered in the Cayman Islands with registration number 7427. At all material times, the beneficial owner of the company was William Woods Becker.

The First Promissory Note

4. On or about 20 August 2015, the Plaintiff and William Woods Becker (the “**Borrower**”) the Borrower entered into a loan agreement whereby the Plaintiff agreed to lend to the deceased,

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the sum of US\$300,000 (the “**First Loan**”). The loan was evidenced by way of a promissory note in favour of the Plaintiff (the “**First Promissory Note**”).

5. The terms of the First Promissory Note are as follows:

For value received, We Hartford Holdings Ltd. hereby promise to pay to John V. Broadbent the sum of US\$300,000 (Three hundred thousand United States Dollars) on demand. Interest at the rate of 8% per annum will be payable monthly from the 20th of August 2015 until repayment”.

6. The First Promissory Note was signed by the Borrower on behalf of the Second Defendant.
7. The funding for the First Loan was paid to the Borrower by way of cheque made payable to the Second Defendant, at the request of the Borrower and was drawn on First Caribbean International Bank, bearing number 680.

The Second Promissory Note

8. On or about 12 February 2016, the Plaintiff and the Borrower entered into a further loan agreement whereby the Plaintiff agreed to lend to the Borrower the sum of US\$160,000 (the “**Second Loan**”). This loan was evidenced by way of a promissory note in favour of the Plaintiff dated 12 February 2016 (the “**Second Promissory Note**”).

9. The terms of the Second Promissory Note are as follows:

“For value received, I William Becker of West bay Road, Grand Cayman promise to pay to John V Broadbent the sum of US Dollars One Hundred and Sixty Thousand (USD\$160,000) on demand.

Pending demand interest rate of 8% per annum shall be paid from the 12 day of February 2016 to the date of demand”

10. The funding for the Second Loan was paid to the Borrower by way of cheque made payable to the Second Defendant, again at the request of the Borrower, drawn on First Caribbean International Bank, bearing number 696. The cheque was paid into an account held at First Caribbean International Bank in the name of the Second Defendant bearing number 4414713.

The Demand

11. The Plaintiff orally demanded repayment of the sums due under the First and Second Loans (together the “**Loans**”) from the First Defendants following the death of the Borrower.

Acknowledgement of Debt

12. The Borrower passed away on 30 December 2018. Prior to the Borrower’s death, correspondence took place between the Plaintiff and the Borrower, by way of emails and telephone calls on various dates, whereby the Borrower acknowledged the debt due under the Loans. During said correspondence, the Borrower made various proposals with regard to providing security for the sums due and owing. None of the proposals came to fruition.

13. Since the passing of the Borrower, the Plaintiff has been in correspondence with the First Defendants with regard to the payment of the sums due. Throughout the correspondence between the parties, the First Defendants have acknowledged the debt and made proposals in relation to payment.
14. To date, despite the various proposals and negotiations between the parties, the Loans remain due and owing.
15. By way of email dated 18 December 2021, the Plaintiff wrote to the First Defendant's to advise that in the absence of an agreement in place in respect of the Loans he would have no option but to issue the within proceedings. Mr. Lorn Becker responded to the Plaintiff on that date noting that he would "*work to get this resolved*", thereby acknowledging the debt.
16. To date, notwithstanding promises made by the First Defendants, no payments have been made towards the sums due and owing to the Plaintiff.
17. The Defendants, or each of them, have breached the First and Second Promissory Notes by failing or refusing to repay the Loans.
18. In the circumstances, the Plaintiff's claim is for US\$814,394.29, being as follows:

- a. First Promissory Note

The principal sum of US\$300,000 plus interest of US\$241,935.42, as of 6 February 2023, calculated at the contractual rate of 8% per annum, compounded monthly and increasing thereafter at the said rate.

- b. Second Promissory Note

The principal sum of US\$160,000 plus interest of US\$112,458.87, as of 6 February 2023, calculated at the contractual rate of 8% per annum and increasing thereafter at the said rate.

(together the "**Combined Debt**")

AND THE PLAINTIFF CLAIMS

1. The Combined Debt of US\$814,394.29
2. Interest as follows:
 - a. At the contractual rate of 8% per annum, compounded monthly, of the First Debt from the 6 February 2023 until the date of Judgment;

- b. At the contractual rate of 8% per annum of the Second Debt from the 6 February 2023 until the date of Judgment;
 - c. Alternatively, interest in accordance with the Judicature Act (2021 Revision)
 3. Post Judgment interest as follows:
 - a. At the contractual rate of 8% per annum, compounded monthly, of the First Debt from the date of judgment until payment is made in full;
 - b. At the contractual rate of 8% per annum of the Second Debt from the date of judgement until payment is made in full.
 4. Costs.
 5. Such other relief as this Honourable Court sees fit.

Date this 6th day of February 2023

Nelsons

NELSONS

INDORSEMENTS**LIQUIDATED DEBT OR DEMAND**

The amount claimed in respect of the liquidated debt or demand is US\$814,394.29 and is made of as follows:

Principal: US\$300,000.00
Interest: US\$241,935.42 from 20 August 2015 to 6 February 2023 increasing at a rate of 8% per annum, compounded monthly.

Principal: US\$160,000.00
Interest: US\$112,458.87 from 12 February 2016 to 6 February 2023 increasing at a rate of 8% per annum.

If, within the time allowed to return the acknowledgment of service, the Defendants pays the Plaintiff or his attorneys-at-law US\$814,394.29 further proceedings will be stayed.

INTEREST

Compound interest is being calculated as follows:

- a. At the contractual rate of 8% per annum, compounded monthly, to the First Promissory Note signed by the Borrower on 20 August 2015;
- b. At the contractual rate of 8% per annum to the Second Promissory Note signed by the Deceased on behalf of the Second Defendant on 12 February 2016;

Interest began to accrue under the First Promissory Note on 20 August 2015 and the Second Promissory Note on 12 February 2016. As of 6 February 2023, the total interest claimed in respect of the Loans is US\$354,394.29.