



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2023

BETWEEN:

COE GROUP LTD

PLAINTIFF

AND:

AIA GROUP LTD

DEFENDANT

WRIT OF SUMMONS

TO: AIA Group Ltd of Bodden Corporate Services Ltd, Governor’s Square, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of 85 N Sound Road, Grand Cayman, Cayman Islands, in respect of the claims set out on the next page.

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 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 26th day of June 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.

6. By agreement the parties extended the repayment date specified in the 2021 Deed through to 29 April 2022 (the "**Extended Due Date**").
7. AIA partly paid the Loan by US\$500,000.00 on 17 January 2022.
8. On 28 April 2022, CGL and AIA wished to agree further terms for the release of the Transfers of Land and the repayment of the remaining Loan balance of US\$1,200,000 and outstanding interest which stood at US\$70,205.48.
9. By a Deed dated 28 April 2022, entitled Acknowledgment of Debt (the "**Acknowledgment**") executed by CGL, AIA Group Ltd, and Dr. Bui as guarantor, it was agreed that AIA would:
 - 9.1 Pay US\$1,200,000.00 to CGL upon filing for registration of the Transfers of Land for the Property and drawdown of a loan facility with RBC regarding same, to occur within 7 days of the signing of the Acknowledgment.
 - 9.2 Pay the remaining US\$70,205.48 to CGL on or before 6 May 2022.
 - 9.3 In default of payment being made in accordance with the terms of the Acknowledgment, AIA was liable to pay a daily penalty of US\$1,000 for each day this sums due remained unpaid.

Debt

10. Payment of the US\$1,200,000 was made in accordance with the Acknowledgment, however AIA failed to pay US\$70,205.48 by 6 May 2022 or at all, notwithstanding demands made by CGL. The amount now due and owing to CGL stands at US\$488,619.51 (the "**Debt**")
11. Pursuant to the 2021 Deed and the Acknowledgment, CGL is entitled to interest on the Debt at a rate of 10% per annum and the Debt is increasing at a daily rate of US\$1,000.
12. In the alternative, is entitled to interest on the debt from the 26 June 2023 to the date of trial at a rate of 2 3/8% per annum calculated pursuant to the Judicature

Act (2021 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended.

Legal Expenses

13.By reason of AIA's breaches of the 2021 Deed and Acknowledgment, CGL has incurred legal expenses.

Particulars of Loss

As at the date of issue of the Writ the Plaintiffs have incurred the following reasonable expenses: -

(a) Professional fees and disbursements – Nelsons US\$ 2,264.60

14.The Defendant has failed to pay the CGL any sum in respect of the Debt or legal expenses.

THE PLAINTIFFS THEREFORE CLAIM:

- (1) US\$490,884.11
- (2) US\$1,000 per diem until the date of Judgment
- (3) Interest calculated on sums awarded pursuant to the 2021 Deed as set out in paragraph 11 above.
- (4) In the alternative, interest on any sums awarded by the Court in accordance with s.34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules as amended from time to time;
- (5) Costs.
- (6) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pay the total amount claimed of **US\$490,884.11** further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney.

DATED at Grand Cayman this 26th day of June 2023

Nelsons

Nelsons
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is issued by Nelsons., Attorneys-at-Law, for the Plaintiff, whose address for service is that of its said attorneys at 31 The Strand, P.O. Box 30069, Grand Cayman KY1-1201 Cayman Islands.

TO: The Clerk of the Grand Court

AND TO: The Defendant

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

Nelsons
Attorneys at Law
PO Box 30069
802 West Bay Road
Grand Cayman KY1-1201
Attn: C Flanagan
Ref: 4546-0003

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

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 495, 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

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.