



AND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024

VANGUARD RISK SOLUTIONS LIMITED

PLAINTIFF

AND

ROYALE MEDICAL AND WELLNESS CENTER LTD

DEFENDANT

WRIT OF SUMMONS

TO: ROYALE MEDICAL & WELLNESS CENTRE of 42 Hirst Road, Savannah Plaza, Savannah, Grand Cayman, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of 2nd Floor Maiden Place, 227 Elgin Avenue, PO Box 2174, 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, KT1-1106, Cayman Islands 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 Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 15th day of February 2024.

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.

STATEMENT OF CLAIM


1. The Plaintiff is a duly incorporated Cayman Islands company having its registered office at Floor 4 Willow House, Cricket Square, George Town, Grand Cayman, Cayman Islands.
2. The Defendant is a duly incorporated Cayman Islands company having its registered office at PO Box 239, 68 West Bay Road, Grand Cayman, Cayman Islands.
3. The Defendant signed a Promissory Note for CI\$29,624.00 ("the Principal Sum") dated 9 January 2024. A copy of the Promissory Note is annexed.
4. The Promissory Note was payable to the Plaintiff by initial installment of CI\$2,250.00 on 15 January 2024 following which installments of CI\$2,250.00 were to be made on the 15th day of each succeeding month until the entire amount was repaid.
5. A condition of the Promissory Note was that in default of payment of any installment the whole of the Principal Sum remaining at the time of the default would become immediately due and payable.
6. The Defendant has failed to pay any installment due or any part thereof since the execution of the Promissory Note despite requests being made by the Plaintiff.
7. Despite request by the Plaintiff, including written demand made by letter dated 13 February 2024, the Defendant has failed to pay the sum due and owing to the Plaintiff under the Promissory Note and the entire Principal Sum of CI\$29,624.00 remains due and owing to the Plaintiff.
8. The Plaintiff pleads that the Defendant is in breach of the terms of the Promissory Note and seek judgment in the sum of the debt of CI\$29,624.00 owing by the Defendant under the Promissory Note.
9. The Defendant has delayed without cause or justification to pay the Plaintiff's account and accordingly they seek judgment against the Defendant for the sum of CI\$29,624.00 together with interest as special damage pursuant to Section 57(1) of

the Bills of Exchange Act (2021 Revision) at the rate of 10% per annum on from 9 January 2024 to date of trial.

AND THE PLAINTIFF CLAIMS:

1. Judgment in the sum of CI\$29,624.00.
2. Interest as special damage pursuant to Section 57(1) of the Bills of Exchange Act (2021 Revision) at the rate of 10% per annum on from 9 January 2024 to date of trial.
3. Costs.

DATED at Grand Cayman this 15th day of February 2024



Nelsons
Attorneys for the Plaintiff

TO: The Clerk of the Grand Court

AND TO: The Defendant

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2024

BETWEEN:

VANGUARD RISK SOLUTIONS LIMITED

PLAINTIFF

AND

ROYALE MEDICAL AND WELLNESS CENTER LTD

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

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 Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES

NO

4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Writ is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____ 2024

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that they are not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER – This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.

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, 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.

Nelsons
The Grand Pavilion
802 West Bay Road
PO Box 30069
Grand Cayman
Ref: CF/7014-00001

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

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE

1. The accompanying form of **Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 Acknowledgement 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 Acknowledgement of Service and return it to the Court's 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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.

PROMISSORY NOTE

THIS PROMISSORY NOTE is made the 9th day of January 2024.

BETWEEN:

Vanguard Risk Solutions of 2nd Floor Maiden Place, 227 Elgin Avenue, PO Box 2174, Grand Cayman, KY1-1105, Cayman Islands, BWI (hereinafter called "Vanguard");

AND:

Royale Medical & Wellness Centre of 42 Hirst Road, Savannah Plaza, Savanna, Grand Cayman, Cayman Islands, BWI, (hereinafter called "the Maker")

FOR VALUE RECEIVED the Maker hereby promises to pay to Vanguard the principal sum of CI\$29,624.00 (Twenty Nine Thousand, Six Hundred and Twenty Four Cayman Islands Dollars) ("The Principal Sum") in full commencing on the 15th day of January 2024, in accordance with the schedule of payments set out in Schedule 1 hereto.

Upon default in any payment of the Principal Sum or any other monies due to Vanguard from the Maker under the terms of this Promissory Note the Maker promises that the whole balance then unpaid with interest at the rate of 10% per annum ("Interest") up to the date of payment shall be payable forthwith to Vanguard on demand.

The Maker must repay Vanguard on demand and on an indemnity basis all legal costs ("Costs") which Vanguard incurs in preparing this Promissory Note and enforcing its rights under this Promissory Note or in recovering the indebtedness and interest which this Promissory Note supports or purports to support.

All payments made under this Promissory Note shall be applied first to payment of accrued and unpaid Interest, then to the payment of Costs and them to the payment of The Principal Sum.

A failure or delay on the part of Vanguard in exercising any power or right under this Promissory Note shall not operate as a waiver thereof, nor shall any single or partial exercise of such right or power preclude any other or further exercise thereof or the exercise of any other right or power.

All payments made under or pursuant to this Promissory Note shall be made to Vanguard without setoff or counterclaim and free from any deduction or component for tax, duty or other impost assessed from time to time by the Cayman Islands Government, its successors or any authority thereof.

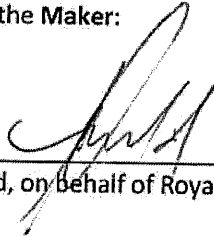
This Promissory Note shall ensure to the benefit of and be binding upon the Maker and their successors in title and assigns and in this Promissory Note the Maker shall be interpreted as including all such persons.

The Maker represents and warrants to Vanguard that this Promissory Note is valid and binding on the Maker and that execution, delivery and performance of this Promissory Note by the Maker are within its corporate power and have been duly authorised by all necessary corporate action.

This Promissory Note constitutes the entire understanding between the Parties concerning the Principal Sum and supersedes all other agreements, arrangements and understandings, written or oral, concerning such subject matter. Any modification of or amendment to this Promissory Note must be made in writing.

The provisions of this Promissory Note shall be construed and interpreted and all rights and obligations hereunder determined in accordance with the laws of the Cayman Islands.

Signed by the Maker:



Kirk Donald, on behalf of Royale Medical & Wellness Centre

Signed by Vanguard Risk Solutions:



Tom Gammage, on behalf of Vanguard

SCHEDULE A

Date	Description	Days	Amount (KYD)	Balance (KYD)
12-Dec-23				\$29,624.00
1-Jan-25	Legal Costs		\$1,500.00	\$31,124.00
15-Jan-24	Interest @10%	34	\$275.95	\$31,399.95
15-Jan-24	Payment		-\$2,250.00	\$29,149.95
15-Feb-24	Interest @10%	31	\$247.57	\$29,397.52
15-Feb-24	Payment		-\$2,250.00	\$27,147.52
15-Mar-24	Interest @10%	29	\$215.69	\$27,363.22
15-Mar-24	Payment		-\$2,250.00	\$25,113.22
15-Apr-24	Interest @10%	31	\$213.29	\$25,326.51
15-Apr-24	Payment		-\$2,250.00	\$23,076.51
15-May-24	Interest @10%	30	\$189.67	\$23,266.18
15-May-24	Payment		-\$2,250.00	\$21,016.18
15-Jun-24	Interest @10%	31	\$178.49	\$21,194.67
15-Jun-24	Payment		-\$2,250.00	\$18,944.67
15-Jul-24	Interest @10%	30	\$155.71	\$19,100.38
15-Jul-24	Payment		-\$2,250.00	\$16,850.38
15-Aug-24	Interest @10%	31	\$143.11	\$16,993.49
15-Aug-24	Payment		-\$2,250.00	\$14,743.49
15-Sep-24	Interest @10%	31	\$125.22	\$14,868.71
15-Sep-24	Payment		-\$2,250.00	\$12,618.71
15-Oct-24	Interest @10%	30	\$103.72	\$12,722.43
15-Oct-24	Payment		-\$2,250.00	\$10,472.43
15-Nov-24	Interest @10%	31	\$88.94	\$10,561.37
15-Nov-24	Payment		-\$2,250.00	\$8,311.37
15-Dec-24	Interest @10%	30	\$68.31	\$8,379.68
15-Dec-24	Payment		-\$2,250.00	\$6,129.68
15-Jan-25	Interest @10%	31	\$52.06	\$6,181.74
15-Jan-25	Payment		-\$2,250.00	\$3,931.74
15-Feb-25	Interest @10%	31	\$33.39	\$3,965.14
15-Feb-25	Payment		-\$2,250.00	\$1,715.14
15-Mar-25	Interest @10%	28	\$13.16	\$1,728.29
15-Mar-25	Payment		-\$1,728.29	\$0.00