

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. On the 31 August 2016, the Defendant and Borrower executed and delivered to the Plaintiff Lender, promissory note dated 23 November 2015 (“the Note”) in the sum of two hundred thousand dollars (KYD 200,000.00).
2. A copy of the Note is attached hereto and marked “A”.
3. Terms of the Note include:
 - (i) In the opening recording, that that the Defendant “hereby acknowledges receipt of the principle sum of CI\$200,000.00.”
 - (ii) at paragraph 1, that “the undersigned Borrower unconditionally [promises to pay to the Lender the sum of CI\$200,000.00”
4. The Defendant did not pay the principle sum or any part therefore to the Plaintiff under the terms of the Note despite multiple requests by the Plaintiff since the issuing of the Note, and the Plaintiff’s attorney served a letter of demand (of same date) on 24 May 2024 (the “Demand”).
5. The Demand is attached hereto and marked “B”
6. Despite the Demand, the Defendant has to date failed to pay the sums due under the Note or at all to the Plaintiff and has not responded to the Demand.
7. The amount outstanding on the Note is:
 - (i) The Principle Sum – **KYD 200,000.00**;

AND THE PLAINTIFF CLAIMS:

8. In the premises, the Plaintiff is entitled to and claims:

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, Wenzel Burlington whose address for service is that of his said Attorneys, Grand Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.

- (1) the principle sum of KYD200,000.00 together with;
- (2) Interest under the Judicature Law;
- (3) Court fees and Bailiff Fees of KYD250.
- (4) Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of KY\$200,000.00 (including fees and interest, in accordance paragraphs 8 and hereof), and costs, being the legal fee incurred by the Plaintiff of KYD4,250, further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney at Grand Pavilion Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.

Dated: 22 July 2024



H. Phillip Ebanks
Attorney at Law for the Plaintiff

The following documents follow:

1. Promissory Note, marked "A" and
2. Demand Letter, marked "B"

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, Wenzel Burlington whose address for service is that of his said Attorneys, Grand Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.

PROMISORY NOTE

This Promissory Note (the "Note") dated this 23th day of November 2015,

DERREN W. BURLINGTON ("Borrower"), of
PO Box 704, 24 Mona Lisa Way, West Bay, Grand Cayman KY1-1303
Hereby acknowledge receipt of the principle sum two hundred thousand
CI\$200,000.00

FROM

Wenzil Burlington (Lender) of P.O. Box 289 #30 Coppice Lane. Grand Cayman KY1-1301

1. PROMISE OF PAYMENT

The undersigned Borrower hereby unconditionally promises to pay to the Lender
the sum CI\$200,000.00 ("Principle Sum") Upon receiving a settlement from an ongoing
litigation case with BritCay Insurance. The anticipated date of settlement is January 2016.

2. INTERIM PAYMENTS

Subject to clause 1 hereof, the Borrower may make interim payments of US\$1500.00 monthly to
the Lender.

3. PERSONAL AND CONTACT INFORMATION OF THE BORROWER

Derren W. Burlington
D.O.B. September 21st, 1969
24 Mona Lisa Way
P.O. Box 704
West Bay, Grand Cayman KY1-1303
(345) 938 0659 Email: derrenburlington@gmail.com

4. GOVERNING LAW

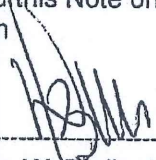
This note shall be governed and enforced in accordance with the laws of the Cayman Islands

IN WITNESS WHEREOF, the undersigned BORROWER has duly executed this Note on this
23rd day of November 2015 at 24 Mona Lisa Way, West Bay Grand Cayman

Before



Notary Public



Derren W. Burlington

Derren Wayne Burlington
24 Mona Lisa Way, West Bay
PO Box 704, Grand Cayman KY1-1303
Cayman Islands



And by email to: derrenburlington@gmail.com

And derren@candw.ky

24 May 2024

Dear Mr. Burlington,

Demand for payment

We represent Mr. Wenzil Burlington, your father, the Lender under promissory note dated 23 November 2013 ("Promissory Note") in which you are the Borrower. A copy of the Promissory Note is attached for ease of reference.

The sum of KYD200,000 due ("Sum Due") under the Promissory Note remains unpaid and unresolved despite passage of time and various demands to you to make payment.

Demand is herewith made for repayment of the Sum Due within 14 days.

Failing receipt of payment in the time allowed, we are with instructions to proceed with a Grand Court suit to recover the Sum Due and, in such case, may proceed with without further forewarning. The action will also include claim for legal costs, court fees and interest on the Sum Due.

In the circumstances, we strongly encourage you to contact this office on an urgent basis should you wish to discuss any proposals to resolve this matter.

Sincerely,

Grand Pavilion Commercial Center (Suite W4), 802 West Bay Road, PO Box 10134
Grand Cayman KY1-1002
Phone: +1345 749-8082 (office) | Email: info@phillipebankslaw.com

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney on behalf of the Defendant or by Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO 495G, 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 defense on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is not endorsed 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 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 Acknowledgement, 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 overleaf for notes for guidance

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, Wenzel Burlington whose address for service is that of his said Attorneys, Grand Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.

Please complete overleaf

Notes of Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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 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 form 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 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. The Defendant acting in person may obtain help in completing the form at the Court Office.

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, Wenzel Burlington whose address for service is that of his said Attorneys, Grand Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: of 2024

BETWEEN:

WENZIL BURLINGTON

PLAINTIFF

AND

DERREN WAYNE BURLINGTON

DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

- 1. **State** the full name of the Defendant's by whom or on whose behalf the service of the Writ is being acknowledged.

- 2. State whether the Defendant intends to contest the proceedings.

_____ **Yes**

_____ **No**

- 3. If the claim against the Defendant is for a debt or liquidation 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.

_____ **Yes**

_____ **No**

Service of the Writ is acknowledged accordingly.

(Signed).....

Attorney for _____

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, Wenzel Burlington whose address for service is that of his said Attorneys, Grand Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.

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.

<p>H. Phillip Ebanks Attorney-at-Law Grand Pavilion Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands</p>
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Indorsement by defendant’s Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

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THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, whose address for service is that of his said Attorney at Grand Pavilion Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.

THIS WRIT is filed by H. Phillip Ebanks, Attorneys-at-Law for the Plaintiff, Wenzel Burlington whose address for service is that of his said Attorneys, Grand Commercial Center, Suite W4, 802 West Bay Road, Grand Cayman, Cayman Islands.