



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2025

BETWEEN: MASSIVE EQUIPMENT RENTAL AND SALES LTD. PLAINTIFF

AND: NCB CONSTRUCTION LTD. DEFENDANT

WRIT OF SUMMONS

TO: NCB Construction Ltd., P.O. Box 10252, Grand Cayman KY1-1003, 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 Courts Office, P.O. Box 495 G, George Town, Grand Cayman, 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 Acknowledgment within the time stated, or if you return the Acknowledgment 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 26th day of June, 2025.

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 Acknowledgment of Service are given with the accompanying form.

This Writ of Summons and Statement of Claim was issued by Waide DaCosta, LLB, Attorney-at-Law for the Plaintiff whose address for service is Unit #1, Eucalyptus Building, Shedden Road, George Town, P.O. Box 591, Grand Cayman KY1-1502, Cayman Islands.

STATEMENT OF CLAIM

1. The Plaintiff is a duly incorporated Company in the Cayman Islands carrying on the business inter alia renting construction equipment from its premises located at Industrial Park, George Town, Grand Cayman.
2. The Defendant is a duly incorporated Company in the Cayman Islands carrying on the business as a construction company located at George Town, Grand Cayman
3. Commencing in or about May 19th 2021 through to December 2024 (“the Equipment”) under a series of Rental Contracts and on the Plaintiff’s Terms and conditions endorsed on the reverse of the Rental Contracts, which Terms and Conditions were expressly incorporated into the Rental Contracts. The Defendant rented from the Plaintiff various construction equipment with respect to several of the Defendant’s projects including Olea and The Bacadere Marina Ltd.
4. The Plaintiff relies on the Terms and Conditions under the Rental Contracts for their full force and effect including but not limited to the following provisions:

Terms and Conditions of the Contract**1. DEFINITIONS AND INTERPRETATION****Confirmed Order:**

Any document supplied by the Supplier to the Customer setting out the particulars of the order which may be called a dispatch confirmation or delivery receipt

Goods:

Any products or goods whether offered for rental or sale as supplied by the Supplier to the Customer including any consumables.

Rental Charge:

The Supplier’s charging rate for the rental of the Rental Goods which is current from time to time during the Rental Period;

Rental Goods:

Goods which are, or are to be, rented to the Customer;

Rental Period:

The period beginning on the date and time specified herein as the ‘DATE OUT’ and ending upon the happening of any of the following events: (i) at the time specified herein as the ‘AGREED RETURN DATE’; (ii) the physical return of the Rental Goods by the Customer into the Supplier’s possession; or (iii) the physical repossession or collection of Rental Goods by the Supplier;

Services:

The services and/or work (if any) to be performed by the Supplier for the Customer including any delivery and/or collection service for Rental Goods.

Special Events Equipment:

Any Rental Goods as supplied by the Event Division of the Supplier other than tools or construction equipment.

2. PAYMENT: Subject to where the Supplier has agreed a credit agreement with the Customer, full payment of the Rental Charge is due at the start of the Rental Period save in the rental of Special Events Equipment, where full payment is required at least 7 days before the Rental Period. In the event that the Customer delays or fails to return the Rental Goods on the Agreed Return Date, then the Rental Charge shall continue to apply until the Rental Goods are returned to the Supplier and the Supplier shall be entitled to any further charges, expenses or costs due to the Supplier under the terms of this Contract. The Customer shall pay all sums due to the Supplier under the Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.

3. CANCELLATION AND TERMINATION: In the event that the Customer cancels a Confirmed Order less than 24 hours before the commencement of the Rental Period, the Customer hereby acknowledges and agrees the right of the Supplier to apply a handling charge equivalent to 50% of the total Rental Charge for the Rental Period. In circumstances where the Supplier has agreed by way of a Confirmed Order with the Customer to deliver the Rental Goods and, such goods have been loaded for corresponding dispatch and delivery, the Rental Charge shall not be refundable to the Customer; or, in the event that payment for the Rental Goods under the Confirmed Order is subject to a Customer credit account, the Customer shall be invoiced for the Rental Charge and payment thereunder shall become payable and due in accordance with the terms and conditions of the Customer's credit account.

4. TITLE & OWNERSHIP: Ownership in and title to all Rental Goods shall at all times, remain with the Supplier.

5. BREACH OF CONTRACT: In breach of the terms and conditions of this Contract, then The Supplier may recover any Goods in accordance with Clause 6 of this Contract and may immediately cancel, terminate and/or suspend, in whole or in part, and without Liability, the Contract and/or any other contract with the Customer. All monies, owed by the Customer to the Supplier, shall immediately become due and payable. Further, the Customer will be liable for the costs arising from any loss or damage to Goods including but not limited to the costs of replacement, repair and/or recovery.

6. RECOVERY OF GOODS: The Supplier may enter without prior notice, any premises of the Customer (or premises of third parties) where Goods are located in order to recover them. The Customer hereby grants to the Supplier a licence with all rights and permissions required to enter the Customer's premises, and the premises of third parties, for the recovery of the Goods. Any recovery of Goods shall not affect the Supplier's right to recover from the Customer any monies due under the Contract and/or any damages in respect of any breach which occurred prior to the recovery of the Rental Goods. The

Supplier may recover the costs, including but not limited to the costs of replacement, in respect of Goods which the Supplier has been unable to collect because they have not been made available for collection by the Customer in breach of this agreement, and nothing in this clause 5 shall limit the Supplier's right to recover such costs.

7. PERMITTED AREA OF USE OF EQUIPMENT: At all times, the Customer shall keep the Rental Goods in its possession and control and not remove them from Grand Cayman without the express written permission of the Supplier.

8. DELIVERY, COLLECTION & SERVICES: The Customer shall collect and return the Rental Goods from the Supplier unless otherwise agreed as part of the Services. Where applicable, Standard delivery is to ground floor only and the Customer will procure sufficient access to and from any location (including parking) where the Services are to be performed to allow the Supplier to carry out the Services. In the case of delivery to or collection from a beach location, the Supplier reserves its right, at its sole discretion, to make additional charges where the proximity of access is considered unreasonable. Where the Supplier provides the rental of tables and chairs, the same shall be stacked and 'bagged' and ready for collection by the Customer. The Supplier shall not have any responsibility or requirement to move personal furniture or any other objects save for Goods as owned by the Supplier. Where the Supplier provides delivery/collection Services, the persons performing the Services are servants of the Customer and once the Customer instructs such person, they are under the direction and control of the Customer. The Customer shall be solely responsible for any instruction, guidance and/or advice given to any such person and for any damage which occurs as a result of such persons following the Customer's instructions, guidance and/or advice. Any delays, postponement or cancellation arising due to the Customer failing to comply with this Clause 7, the Customer will be liable to pay the Supplier's resultant additional standard charges.

9. CARE OF RENTAL GOODS: The Customer shall not abuse, harm, misuse or remove any labels from or interfere with the Rented Goods, their working mechanisms or any other parts of them.

Further, the Customer shall take reasonable care of the Rented Goods and only use them for their proper purpose in a safe and correct manner in accordance with any operating and/or safety instructions provided or supplied to the Customer. The Rented Goods must be returned by the Customer in good working order and in the same condition that they were in prior to the Rental, (fair wear and tear excepted) and in a clean condition. The Customer must take adequate and proper measures to protect the Rented Goods from theft, damage and/or other risks and notify the Supplier immediately after any breakdown, defect, loss and/or damage to the Rented Goods and not permit any repairs to be made without the express written consent of the Supplier. The Customer shall notify the Supplier of any change of its address and provide details of the location of the Rented Goods. Where the Rented Goods require fuel, oil and/or electricity, the Customer shall ensure that the proper type and/or voltage is used and that, where appropriate, the Rented Goods are properly installed by a qualified and competent person.

10. DELAYS, LOSS OR DAMAGE: If the Rented Goods are returned in a damaged, unclean and/or defective state except where due to fair wear and tear and/or an inherent fault in the Rented Goods, the Customer shall be liable to pay the Supplier for the cost of any repair and/or cleaning required to return the Rented Goods to a condition fit for rental and to pay the Rental Charges until such repairs and/or cleaning have been completed. The Customer will pay to the Supplier the actual replacement cost of any Rented Goods (the "Replacement Fee") which are lost, stolen and/or damaged beyond economic repair during the Rental Period. The Customer acknowledges and agrees that any such replacement may result in a 'new' item in some circumstances beyond the Supplier's control.

The Customer shall be liable for the payment of the Rental Charges for the Rented Goods up to and including the date when the Replacement Fee is paid.

11. ALLOWANCES AND REFUNDS: Allowance will be made to the Rental Charges for any non-use of the Rental Goods due to breakdown caused by an inherent fault and/or fair wear from the time of notification to the Supplier.

12. DISCLAIMER OF WARRANTIES AND WAIVER OF DEFECTS: The Supplier does not provide any warranties or representations concerning the Goods or the Services and all warranties, representations, terms, conditions and duties implied by law relating to fitness, merchantability, quality and/or adequacy are hereby excluded to the fullest extent permitted by law. The Customer acknowledges and agrees that any goods rented or sold are on an 'as is' basis and warrants that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made by the Supplier and has inspected the Goods prior to the supply and is satisfied that the Goods are in good repair and working condition. The Customer declares that it, together with any persons that it may further authorise or instruct to use the Rental Goods, has full understanding of their use and operation. The Customer acknowledges and agrees that upon the occurrence of any defect to the Rental Goods, the Customer shall immediately discontinue any use thereof and take all reasonable steps to prevent injuries to any person and damage to any property arising from the Rental Goods.

13. LIABILITY AND INDEMNITIES: The Customer acknowledges and agrees that there is a risk of injury and damage arising from the use and operation of the Rental Goods and has freely chosen to enter into this Contract by which it shall assume all risks inherent in the use and operation of the Rental Goods. All risk in the Rental Goods will pass immediately to the Customer when such Goods leave the physical possession or control of the Supplier. The Customer shall be fully liable for the acts and/or omissions of its employees, servants or agents and/or subcontractors as though they were its own acts and/or omissions under this Contract. For the avoidance of doubt, such liability includes circumstances where the Customer permits any person to use the Rental Goods (either for the Customer's benefit or not) on its authority provided always that the Customer remains liable for any breaches under this Contract, including but not limited to, the late return of the Rental Goods by that person. The Supplier shall, under no circumstances whatsoever,

be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any direct, indirect or consequential loss arising from or in connection with this Contract. The Customer agrees to hold harmless, indemnify and release the Supplier against any and all losses, lost profits, liability, demand, expense, damages, claims, actions, costs (including legal costs on a full indemnity basis), actions and any other losses and/or liabilities suffered by the Supplier and arising from or due to any breach of contract, any tortious/delictual act and/or omission and/or any breach of statutory duty by the Customer, employees, servants or agents. The Customer shall ensure that the Customer's insurers waive any and all rights of subrogation they may have against the Supplier. For the avoidance of doubt, the Customer remains liable for the Rental Goods notwithstanding that the Supplier and/or Customer may have insurance in place which would indemnify either the Supplier and/or Customer.

14. **LIABILITY OF THE CUSTOMER FOR RECOVERY OF LEGAL COSTS AND COLLECTION:** The Customer agrees to pay all costs of collection (or attempts at collection) including court costs, attorneys' fees and any other expenses incurred in the enforcement of the terms and conditions of this Contract on a full indemnity basis regardless of any scale costs which may otherwise apply.

15. **USE OF CUSTOMER'S DEPOSIT AND FINANCIAL RECORD:** The Customer hereby acknowledges and agrees that any deposit paid is to secure the payment (or part payment) of the Goods and/or Rental Charges and any other sums due to the Supplier from the Customer arising from the terms and conditions of this Contract. The Customer grants the Supplier the right to use any of its financial information disclosed to the Supplier for the purpose of obtaining payment of any sums due under this Contract including, but not limited to, credit and/or debit card details. The Customer hereby authorises the Supplier to charge any such cards to satisfy and procure any outstanding sums due and owing by the Customer under this Contract whereupon the Supplier shall inform the Customer where such charges are made.

16. **PAYMENT OF INTEREST ON ALL SUMS DUE:** The Customer agrees to pay simple interest to the Supplier at the rate of one and one half percent (1.5%) per month calculable on a daily basis (both before and after any Judgment or Order) on any unpaid amount due and owing arising from this Contract.

WHOLE AGREEMENT AND VARIATION: This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud. These standard terms and conditions of the Contract shall not be amended without the prior written consent of a Director of the Supplier. The Supplier will not be bound by any change purported to be made by any of the Supplier's employees,

servants or agents unless a Director of the Supplier confirms in writing that the change is agreed. The Supplier shall have the right to incorporate these standard terms and conditions into any other agreement for services or credit accounts as may apply from time to time.

17. WAIVER: If the Supplier fails, at any time during the term of the Contract, to insist upon strict performance of any of the Customer's obligations under the Contract, or if the Supplier fails to exercise any of the rights or remedies to which the Supplier is entitled under the Contract, this will not constitute a waiver of such rights or remedies. A waiver by the Supplier of any default will not constitute a waiver of any subsequent default. No waiver by the Supplier of any terms and/or conditions of this Contract will be effective unless it is expressly stated otherwise to the Customer in writing.

18. COMPLIANCE WITH LAWS AND JURISDICTION: The Customer acknowledges and agrees that during the Rental Period, the Supplier has no control over the use and operation of the Rental Goods. By reason thereof, the Customer agrees at its sole expense, to comply with all applicable laws and regulations which apply to such Rental Goods and the use and operation thereof whilst in its possession. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the Cayman Islands and be subject to the exclusive jurisdiction of its Courts.

19. SEVERANCE: If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20. THE CONTRACTS (RIGHTS OF THIRD PARTIES) LAW, 2014: A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Law 2014 or at all, in the enforcement of any term hereunder.

5. The Plaintiff states that in breach of the Terms and Conditions of the Rental Contracts the Defendant (i) repeatedly failed to return the Equipment within the Plaintiff's business hours and/or with information as to the applicable and corresponding Rental Contracts of the returned Equipment, (ii) failed to return certain of the Equipment at all, and (iii) failed to settle in full the balance owing under Plaintiff's invoices raised under the Rental Contracts.
6. The Plaintiff duly invoiced the Defendant under the Rental Contracts, together with finance and net of payments made by the Defendant, the balance owing by the Defendant under each of the Rental Contracts, together with Finance charges of 1.5% per month accruing from 31st October 2023, as set out below:

OLEA – CAMANA BAY

The Invoice is attached as Schedule 1 hereto

Total Rental Charges	(450.00-86.46)	KYD363.54
Finance Charges		KYD7310.92
Total		KYD7674.16

THE BACADERE MARINA

The Invoice is attached as Schedule 2 hereto

Total Rental Charges	KYD18246.00
Finance Charges	KYD5516.38
Total	KYD23,762.38

7. Despite repeated written demands by the Plaintiff and by its attorneys, the Defendant has failed or refused to settle these accounts with the Plaintiff under the Rental Contracts, as aforesaid.
8. The Plaintiff therefore claims the principal sum of KYD18,609.54 due and owing as of 2nd June 2025 together with Finance charges/interest accruing at the contractual rate of 1.5% per month thereafter being KYD12826.54 as of 2nd June 2024, for a total principal and interest of KYD31,436.54.
9. The Plaintiff claims its attorney's fees, court costs and staff time costs, on a full indemnity basis as Collection costs as provided for in its Terms and Conditions set out above.

AND the Plaintiff claims:

- (1) The sum of KYD31,436.54 with respect to the balance of the principal amount KYD18609.54 plus finance charges of KYD12,826.54 as at 2nd June 2025;

This Writ of Summons and Statement of Claim was issued by Waide DaCosta, LLB, Attorney-at-Law for the Plaintiff whose address for service is Unit #1, Eucalyptus Building, Shedden Road, George Town, P.O. Box 591, Grand Cayman KY1-1502, Cayman Islands.

- (2) Pre and post-judgment interest accruing at the contractual rate of 1.5% per month from 2nd July 2025, alternatively at 2 and 3/8% per annum pursuant to s.34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision);
- (3) Its costs of enforcement on a full indemnity basis pursuant to the Terms and Conditions of the Rental Contracts, alternatively, its costs to be assessed pursuant to GCR Order 62, or in the event of default judgment, fixed costs in accordance with GCR Order 62, r 7(1)(c).
- (4) Such further and other relief as to this Honourable Court may deem just

Dated this 26th day of June, 2025



Waide DaCosta
Attorney-at-Law for the Plaintiff

SCHEDULE 1

MASSIVE EQUIPMENT RENTAL

P.O. BOX 10313
 GRAND CAYMAN, KY1-1003 .
 345-949-7990 Fax 345-949-7074
 www.massivegroup.com

Account# 17616

Page 1 of 1

Statement Date: Fri 12/ 6/2024

Amount Due:	7,641.46
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Bill to

NCB CONSTRUCTION
 OLEA SITE
 P.O. BOX 10251
 GRAND CAYMAN, KY1-1003 00000

Remit To

MASSIVE EQUIPMENT RENTAL
 P.O. BOX 10313
 GRAND CAYMAN, KY1-1003 .

TERMS : NET 30 DAYS

Invoice	Status/Cont	Date	Rent	Sale	Dmg Wvr	Other	Percent	Tax	Total	Paid	Balance
c15687-1		5/19/2021	OVER PAYMENT ON CONTRACT #249373							86.46	(86.46)
f32667-1		10/31/2023	Finance Charge						576.69	0.00	576.69
267316AD-1	Continued	11/16/2023	450.00	0.00	0.00	0.00	0.00	0.00	450.00	0.00	450.00
	Rental End	11/14/2023	1 TOILET, CONST, 1 SERV / WK					150.00			
	Rental End	11/14/2023	1 TOILET, CONST, 1 SERV / WK					150.00			
	Rental End	11/14/2023	1 TOILET, CONST, 1 SERV / WK					150.00			
	267316AD-1	10/17/2023 - 11/14/2023									
			Information: LOC: OLEA - CAMANA BAY								
f33417-1		1/31/2024	Finance Charge						975.35	0.00	975.35
f33653-1		2/29/2024	Finance Charge						1,092.24	0.00	1,092.24
f33887-1		3/30/2024	Finance Charge						1,229.39	0.00	1,229.39
f34112-1		4/30/2024	Finance Charge						812.17	0.00	812.17
f34345-1		5/31/2024	Finance Charge						812.17	0.00	812.17
f34576-1		6/29/2024	Finance Charge						812.17	0.00	812.17
f34816-1		7/31/2024	Finance Charge						812.17	0.00	812.17
f35070-1		8/31/2024	Finance Charge						139.22	0.00	139.22
f35320-1		9/30/2024	Finance Charge						5.45	0.00	5.45
f35586-1		10/31/2024	Finance Charge						5.45	0.00	5.45
f35834-1		11/30/2024	Finance Charge						5.45	0.00	5.45
									7,727.92	86.46	7,641.46

Amount Due:	7,641.46
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Current	31-60 Days	61-90 Days	91+ Days
5.45	5.45	5.45	7,625.11

YOUR ACCOUNT IS PAST DUE , YOUR IMMEDIATE ATTENTION WILL BE APPRECIATED.

PLEASE NOTE : If you have paid online and you have not received a payment confirmation, please contact us as soon as possible. There are some issues with the information being received by CNB from other banks and many payments (especially from RBC) have no account details for us to process and apply.

For payments online, if your payment is being made from Cayman National Bank, please use 'Bill Payments' and you will see Massive Equipment Rental + Sales Ltd KYD and USD accounts.

For payments online from another local bank, please use your 'domestic transfer' or 'electronic transfer function' and transfer to Cayman National Bank, Massive Equipment Rental + Sales Ltd: KYD 011-14292 or USD 021-07199. Please reference your Customer ID or the contract # that you are paying.

SCHEDULE 2

MASSIVE EQUIPMENT RENTAL

P.O. BOX 10313
 GRAND CAYMAN, KY1-1003 .
 345-949-7990 Fax 345-949-7074
 www.massivegroup.com

Account# 21563

Page 1 of 2

Statement Date: Mon 6/ 2/2025

Amount Due:	23,762.38
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Bill to

NCB CONSTRUCTION
 THE BARCADERE MARINA LTD.
 P.O. BOX 12084
 GRAND CAYMAN, KY1-1010 .

Remit To

MASSIVE EQUIPMENT RENTAL
 P.O. BOX 10313
 GRAND CAYMAN, KY1-1003 .

TERMS : NET 30 DAYS

Invoice	Status/Cont	Date	Rent	Sale	Dmg Wvr	Other	Percent	Tax	Total	Paid	Balance
f33888-1		3/30/2024	Finance Charge						680.36	0.00	680.36
c21606-1		4/ 2/2024	F32668 TOTALED \$314.01 BUT PYMT WAS \$314.51							0.50	(0.50)
300047K-1	Continued	4/ 5/2024	8,912.50	5.00	0.00	0.00	0.00	0.00	8,917.50	0.00	8,917.50
	Rental End	4/ 5/2024	1 TELESCOPIC HANDLER, 55', 10000#					8,912.50			
	Sale	4/ 5/2024	1 TELESCOPIC HANDLER, 55', 10000#					5.00			
	300047K-1	3/ 8/2024 - 4/ 5/2024									
Picked up by DAN CLANTON											
f34113-1		4/30/2024	Finance Charge						541.19	0.00	541.19
300047L-1	Continued	5/ 3/2024	8,912.50	416.00	0.00	0.00	0.00	0.00	9,328.50	0.00	9,328.50
	Sale	4/20/2024	33 FUEL, DIESEL PER GALLON					231.00			
	Sale	3/27/2024	1 LABOUR, ONSITE TECHNICIAN					180.00			
	Rental End	4/20/2024	1 TELESCOPIC HANDLER, 55', 10000#					4,827.60			
	Sale	5/ 3/2024	140 TELESCOPIC HANDLER, 55', 10000#					0.00			
	Rental End	5/ 3/2024	1 TELESCOPIC HANDLER, 55', 10000#					4,084.90			
	Sale	4/18/2024	1 TELESCOPIC HANDLER, 55', 10000#					5.00			
	300047L-1	4/ 5/2024 - 5/ 3/2024									
Picked up by DAN CLANTON											
319244-1	Closed	5/11/2024	0.00	40.00	0.00	0.00	0.00	0.00	40.00	0.00	40.00
	Sale	5/11/2024	1 BANK FEE CB FIR ISF CHECK					40.00			
	319244-1	5/11/2024 - 5/11/2024									
Picked up by BILLING											
f34346-1		5/31/2024	Finance Charge						407.43	0.00	407.43
f34577-1		6/29/2024	Finance Charge						485.67	0.00	485.67
f34817-1		7/31/2024	Finance Charge						485.67	0.00	485.67
f35071-1		8/31/2024	Finance Charge						408.04	0.00	408.04
f35321-1		9/30/2024	Finance Charge						274.28	0.00	274.28
f35587-1		10/31/2024	Finance Charge						274.28	0.00	274.28
f35835-1		11/30/2024	Finance Charge						274.28	0.00	274.28
f36092-1		12/31/2024	Finance Charge						274.28	0.00	274.28
f36351-1		1/31/2025	Finance Charge						274.28	0.00	274.28
f36611-1		2/28/2025	Finance Charge						274.28	0.00	274.28
f36878-1		3/31/2025	Finance Charge						274.28	0.00	274.28

Invoice	Status/Cont	Date	Rent	Sale	Dmg Wvr	Other	Percent	Tax	Total	Paid	Balance
f37130-1		4/29/2025	Finance Charge						274.28	0.00	274.28
f37381-1		5/31/2025	Finance Charge						274.28	0.00	274.28
									23,762.88	0.50	23,762.38

Amount Due:	23,762.38
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Current	31-60 Days	61-90 Days	91+ Days
274.28	274.28	274.28	22,939.54

YOUR ACCOUNT IS PAST DUE , YOUR IMMEDIATE ATTENTION WILL BE APPRECIATED.

PLEASE NOTE : If you have paid online and you have not received a payment confirmation, please contact us as soon as possible. There are some issues with the information being received by CNB from other banks and many payments (especially from RBC) have no account details for us to process and apply.

For payments online, if your payment is being made from Cayman National Bank, please use 'Bill Payments' and you will see Massive Equipment Rental + Sales Ltd KYD and USD accounts.

For payments online from another local bank, please use your 'domestic transfer' or 'electronic transfer function' and transfer to Cayman National Bank, Massive Equipment Rental + Sales Ltd: KYD 011-14292 or USD 021-07199. Please reference your Customer ID or the contract # that you are paying.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2025

BETWEEN: MASSIVE EQUIPMENT RENTAL AND SALES LTD. PLAINTIFF

AND: NCB CONSTRUCTION LTD. DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying 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 the full name of the Defendant by whom or on whose behalf the service of the Writ of Summons is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

☐

yes

☐

no

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

(*tick box*)

☐

—

☐

yes

no

Service of the Writ is acknowledged accordingly

Attorney-at-Law, on behalf of the Defendant

Address for the Defendant:

Please complete overleaf

This Writ of Summons and Statement of Claim was issued by Waide DaCosta, LLB, Attorney-at-Law for the Plaintiff whose address for service is Unit #1, Eucalyptus Building, Shedden Road, George Town, P.O. Box 591, Grand Cayman KY1-1502, Cayman Islands.

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 be represented 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.

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

**Waide DaCosta
Attorney-at-Law
Unit #1, Eucalyptus Bldg.
Shedden Road, George Town
P.O. Box 591, Grand Cayman KY1-1502
CAYMAN ISLANDS**

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