



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO. of 2026

BETWEEN:

WARREN GREENE LTD.

Plaintiff

AND:

ADVANCED LAND HOLDINGS LTD.

Defendant

WRIT OF SUMMONS

To the Defendant:

ADVANCED LAND HOLDINGS LTD.

International Corporation Services Ltd
Harbour Place
2nd Floor, North Wing
103 South Church Street
George Town
P.O. Box 472
Grand Cayman, KY1-1106

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 Court Office, P.O. Box 495 Grand Cayman KY1-1106, Cayman

This Writ is filed by Priestleys, Attorneys for the Plaintiff whose address for service is 2nd Floor Caribbean Plaza, 878 West Bay Road, PO Box 30310, George Town, Grand 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 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 24th day of July 2026



PRIESTLEYS

Attorneys for the Plaintiff

NOTE – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

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

This Writ is filed by Priestleys, Attorneys for the Plaintiff whose address for service is 2nd Floor Caribbean Plaza, 878 West Bay Road, PO Box 30310, George Town, Grand Cayman

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a resident Cayman Islands limited company formed in the Cayman Islands on 14 September 2016 under Company Number 315070.
2. The Defendant is and was at all material times a resident Cayman Islands limited company formed in the Cayman Islands on 16 October 2013 under Company Number 282024.
3. The Plaintiff and Defendant entered into a construction contract dated 7 October 2022 (**Contract**) pursuant to which the Plaintiff agreed to undertake construction services for the Defendant (**Works**) in connection with the Refuel gas station at Block 12C Parcel 517 (**Property**).
4. Clause 7 of the Contract provides:
 - (a) that the Defendant shall pay the Plaintiff *“in the amounts specified in the payment schedule in Schedule B [of the Contract] provided that the corresponding work or task for that given time period on the construction schedule in schedule C is complete.”*;
 - (b) *“if any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 5 percent per year, or the maximum percentage allowed under applicable laws, whichever is less”*; and
 - (c) that the Defendant *“shall pay all costs of collection, including without limitation, reasonable attorney fees.”*
5. The total original contract sum, as set out at Schedule B of the Contract, was CI\$5,139,823 (**Original Contract Sum**). Chalmer Gibbs Architects (**CGA**) was appointed as architect in respect of the Works at the Property to act as agent for and on behalf of the Defendant to provide instructions to the Plaintiff in respect of the Works and to certify completion of the Works.

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6. Clause 10 of the Contract provides that the Defendant may request in writing that the Plaintiff implements variations to the BCU Stamped Plans and Bid documents as identified within Schedule A of the Contract (**Change Orders**) and that the Defendant was obliged to pay the Plaintiff for the cost of executing the Change Orders. The Defendant requested various Change Orders throughout the course of the Contract which were executed by the Plaintiff.
7. Upon completion of the relevant tasks (i) set out in schedule C of the Contract for the corresponding time period in Schedule B; and (ii) instructed via Change Orders, the Plaintiff issued an application and certificate for payment (**Pay Certificate**) to CGA which itemized the tasks carried out for the relevant time period. CGA was then responsible as the Defendant's agent for certification of the tasks as set out within the relevant Pay Certificate to facilitate payment to the Plaintiff by the Defendant.
8. The Plaintiff performed all its obligations pursuant to the Contract and the Change Orders in full, and the Works and those requested via the Change Orders were completed and the Certificate of Fitness for Occupancy was issued in respect of the Property on 25 September 2025. The Defendant paid all sums due to the Plaintiff under the Contract, save for the Final Payment and Retention Sum (defined below).
9. The Plaintiff issued its Pay Certificate #9 (**Pay Cert #9**) to CGA on 22 August 2025 which claimed the sum of CI\$343,754.05. CGA certified the total amount claimed within Pay Cert #9 for payment, save for minor amounts in respect of Change Orders in respect of which instructions were received by the Plaintiff directly from the Defendant in the sum of CI\$7,218.40, in respect of which the Defendant has failed to respond to CGA.
10. Pay Cert #9 provides a breakdown of the following sums due pursuant to the Contract:
 - (a) CI\$166,808.00 being the amount of the Original Contract Sum which remains outstanding; and
 - (b) CI\$27,755.61 being the amount due pursuant to various Change Orders,which equates to the total sum of CI\$194,563.61 (**Final Payment**).

This Writ is filed by Priestleys, Attorneys for the Plaintiff whose address for service is 2nd Floor Caribbean Plaza, 878 West Bay Road, PO Box 30310, George Town, Grand Cayman

11. Pay Cert #9 also includes the sum of CI\$149,190.45 in error, which is the retention amount of 3% on the sums claimed within the Plaintiff's application and certificate for payment #8 dated 23 October 2023.
12. The Defendant failed to pay any proportion of the sum claimed within Pay Cert #9 and on 28 November 2025 the Plaintiff's attorneys made a further formal demand for payment. The Defendant's attorneys responded on 12 December 2025 requesting a breakdown of the sum due. The Plaintiff's attorneys responded to the Defendant's attorneys on 19 December 2025 confirming that it would deal with the Retention Sum separately and demanding payment of the sum of CI\$194,563.61 by 31 December 2025.
13. The remaining retention amount which became due and owing to the Plaintiff pursuant to the Contract on 26 March 2026 is CI\$154,195 (**Retention Sum**).
14. The Defendant has failed to pay the Final Payment or the Retention Sum, has disputed that it is due and intimated a counter claim against the Plaintiff which the Plaintiff disputes. The Plaintiff's attorneys and Defendants attorneys have exchanged correspondence between January and July 2026 and the parties have failed to reach any agreement, including in respect of the format of proposed ADR.
15. The Plaintiff claims interest pursuant to clause 7 of the Contract at a rate of 5% per year (or in the alternative pursuant to section 34(1) of the Judicature Act (2021 Revision) at the rate of 2 3/8 % per month) on:
 - (a) the Final Payment accruing from 26 September 2025 to the date of issue of this claim; and
 - (b) the Retention Sum accruing from 26 March 2026 to the date of issue of this claim,and continuing thereafter until payment is received in full.
16. The Defendant is indebted to the Plaintiff in the sum of CI\$10,608.05 in respect of interest accrued up to and including 24 July 2026 and continuing thereafter at the rate of CI\$47.79 per day.

This Writ is filed by Priestleys, Attorneys for the Plaintiff whose address for service is 2nd Floor Caribbean Plaza, 878 West Bay Road, PO Box 30310, George Town, Grand Cayman

17. The Plaintiff also claims costs to be confirmed in due course pursuant to clause 7 of the Contract, including legal fees.

18. Further and in the alternative, the Plaintiff claims costs pursuant to section 24(1) of the Judicature Act (2021 Revision).

AND the Plaintiff Claims:

1. The sum of CI\$348,758.61, namely the Final Payment of CI\$194,563.61 and the Retention Sum of CI\$154,195.
2. Interest as set out in paragraphs 15 and 16 above.
3. Costs as set out in paragraph 17 above.
4. Costs.



PRIESTLEYS

Attorneys for the Plaintiff

This Writ is filed by Priestleys, Attorneys for the Plaintiff whose address for service is 2nd Floor Caribbean Plaza, 878 West Bay Road, PO Box 30310, George Town, Grand Cayman

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (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.

This Writ is filed by Priestleys, Attorneys for the Plaintiff whose address for service is 2nd Floor Caribbean Plaza, 878 West Bay Road, PO Box 30310, George Town, Grand Cayman

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 Courts Office.
2. For the purpose of calculating the period of fourteen (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 is 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 steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. OF 2026

BETWEEN:

WARREN GREENE LTD.

Plaintiff

AND:

ADVANCED LAND HOLDINGS 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 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.*

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ 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

(Signed) _____

Address for service:

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 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 Plaintiff if suing in person) of his name, address and reference, if any, in the box below.

PRIESTLEYS

Second Floor, Caribbean Plaza
878 West Bay Road
PO BOX 30310
George Town, Grand Cayman
Cayman Islands, KY1-1202

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