GRAND COURT
CIVIL DIVISION
CAYMAN ISLANDS

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.: G OF 2026

BETWEEN:

CARIBBEAN CONSTRUCTION AND SUPPLY CO. LTD.

PLAINTIFF

AND:

ABS TRADE AND COMMERCE LIMITED

DEFENDANT

TO THE DEFENDANT:

ABS Trade and Commerce Ltd. of c/o Chartered Financial Partners Limited, Governors Square, Suite# 2-204, 23 Lime Tree Bay Avenue, Grand Cayman, Cayman Islands KY1-1108.

THIS WRIT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (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 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 7th day of September 2026.

This **Writ of Summons and Statement of Claim** is filed by Nelsons Legal, Attorneys-at-Law for the Plaintiff whose address for service is The Grand Pavilion, 802 West Bay Road, George Town, Cayman Islands, KY1-1201 (ref. JD/8216-1).

IMPORTANT

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

This **Writ of Summons and Statement of Claim** is filed by Nelsons Legal, Attorneys-at-Law for the Plaintiff whose address for service is The Grand Pavilion, 802 West Bay Road, George Town, Cayman Islands, KY1-1201 (ref. JD/8216-1).

STATEMENT OF CLAIM

The Parties

1. At all material times the Plaintiff was and is a company trading pursuant to a trade and business licence bearing registration number 128522 carrying out the business of, inter alia, brokerage, importation and supply of construction material. The Plaintiff's registered office is located at 1E Landmark Square, 64 Earth Close, George Town, Cayman Islands.

2. At all material times the Defendant was and is a resident company with registration number 229455 carrying out the business of, inter alia, wholesale brokering of construction materials, cargo services. The Defendant's registered office is located at Chartered Financial Partners Limited, Governors Square, Suite# 2-204, 23 Lime Tree Bay Avenue, Grand Cayman, Cayman Islands KY1-1108.

The First Loan

3. On or around 26 April 2018 the Plaintiff and the Defendant entered into a loan contract whereby the Plaintiff agreed to loan the Defendant CI$90,367.20 (the "**First Loan**"). The First Loan accrued interest at a rate of 10% per annum and was repayable no later than 26 June 2023. If repayment was not made by 26 June 2023 the 10% annual interest continued to accrue and further interest, at a rate of 3% per calendar month ("**pcm**"), also accrued.

4. As at the end of the loan term on 26 June 2023, interest in the sum of CI$46,718.60 was due and owing. As at the date of this Writ and Statement of Claim, the Defendant has been in arrears for a further 38 months and 12 days and owes further interest of CI$28,942.26 at the continuing rate of 10% per annum, together with additional interest of CI$103,018.61, calculated at 3% per calendar month for the 38 completed months. Interest continues to accrue on the principal at CI$24.76 per day under the 10% annual rate, together with additional interest of CI$2,711.02 for each further completed calendar month under the 3% monthly rate.

This **Writ of Summons and Statement of Claim** is filed by Nelsons Legal, Attorneys-at-Law for the Plaintiff whose address for service is The Grand Pavilion, 802 West Bay Road, George Town, Cayman Islands, KY1-1201 (ref. JD/8216-1).

5. The total owing on the First Loan as at the date of this Writ and Statement of Claim is CI$269,046.67.

The Second Loan

6. On or around 31 August 2022 the Plaintiff and the Defendant entered into a loan contract whereby the Plaintiff agreed to loan the Defendant the sum of CI$257,040.00 (the "**Second Loan**"). The Second Loan accrued interest at a rate of 10% per annum and was repayable no later than 31 May 2023. If repayment was not made by 31 May 2023, the 10% annual interest continued to accrue and further interest, at a rate of 3% pcm, also accrued.

7. As at the end of the loan term on 31 May 2023, interest in the sum of CI$19,225.18 was due and owing. As at the date of this Writ and Statement of Claim, the Defendant has been in arrears for a further 39 months and 7 days and owes further interest of CI$84,154.19 at the continuing rate of 10% per annum, together with additional interest of CI$300,736.80, calculated at 3% per calendar month for the 39 completed months. Interest continues to accrue on the principal at CI$70.42 per day under the 10% annual rate, together with additional interest of CI$7,711.20 for each further completed calendar month under the 3% monthly rate.

8. The total owing on the Second Loan as at the date of this Writ and Statement of Claim is CI$661,156.17.

The Third Loan

9. On or around 8 November 2022 the Plaintiff and the Defendant entered into a loan contract whereby the Plaintiff agreed to loan the Defendant the sum of US$261,466.00 (CI$214,402.12) (the "**Third Loan**"). Interest was agreed to be repayable in the amount of US$38,534 (CI$31,597.88) for a total repayment sum of US$300,000 (CI$246,000). The principal and interest were repayable by 7 November 2023. The method of repayment was to be a discount of US$2.50 per metric ton for aggregate that the Plaintiff purchased from the Defendant. This discount was to be applied to 120,000 metric tons.

10. By 7 November 2023, discounts totalling US$110,569.41 (CI$90,666.92) had been applied against the principal of the Third Loan, leaving principal of US$150,896.59 (CI$123,735.20) outstanding at maturity. Further discounts were applied after maturity. To date, discounts totalling US$175,925.94 (CI$144,259.27) have been applied against the principal, leaving US$85,540.06 (CI$70,142.85) outstanding. The agreed interest of US$38,534.00 (CI$31,597.88) was not repaid by 7 November 2023. In accordance with the terms of the Third Loan contract, additional interest began to accrue from 8 November 2023 at 3% per calendar month.

11. As at the date of this Writ and Statement of Claim, the Defendant owes the Plaintiff the outstanding principal sum of US$85,540.06 (CI$70,142.85). The Defendant also owes additional interest of US$84,684.66 (CI$69,441.42), calculated conservatively by applying the rate of 3% per calendar month to the current outstanding principal for 33 completed monthly periods. Additional interest continues to accrue at US$2,566.20 (CI$2,104.29) for each further completed calendar month.

12. The total owing on the Third Loan as at the date of this Writ and Statement of Claim is US$208,758.72 (CI$171,182.15).

<u>The Fourth Loan</u>

13. On or around 22 February 2023 the Plaintiff and the Defendant entered into a loan contract whereby the Plaintiff agreed to loan the Defendant the sum of US$25,000.00 (CI$20,500) (the "**Fourth Loan**"). The Fourth Loan accrued interest at a rate of 10% per annum and was repayable no later than 30 May 2023. If repayment was not made by 30 May 2023, the 10% annual interest continued to accrue and further interest, at a rate of 3% pcm, also accrued.

14. As at the end of the loan term on 30 May 2023, interest in the sum of US$664.38 (CI$544.79) was due and owing. As at the date of this Writ and Statement of Claim, the Defendant has been in arrears for a further 39 months and 8 days and owes further interest of US$8,191.78 (CI$6,717.26) at the continuing rate of 10% per annum, together with additional interest of US$29,250.00 (CI$23,985.00) calculated at 3% per calendar month for the 39 completed months. Interest continues to accrue on the

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principal at US$6.85 (CI$5.62) per day under the 10% annual rate, together with additional interest of US$750.00 (CI$615.00) for each further completed calendar month under the 3% monthly rate.

15. The total owing on the Fourth Loan as at the date of this Writ and Statement of Claim is US$63,106.16 (CI$51,747.05).

<u>The Fifth Loan</u>

16. On or around 29 March 2023 the Plaintiff and the Defendant entered into a loan contract whereby the Plaintiff agreed to loan the Defendant the sum of CI$23,253.55 (the "**Fifth Loan**"). The Fifth Loan accrued interest at a rate of 2.5% per annum and was repayable no later than 10 May 2023. If repayment was not made by 10 May 2023, the 2.5% annual interest continued to accrue and further interest, at a rate of 3% pcm, also accrued.

17. As at the end of the loan term on 10 May 2023, interest in the sum of CI$66.89 was due and owing. As at the date of this Writ and Statement of Claim, the Defendant has been in arrears for a further 39 months and 28 days and owes further interest of CI$1,936.73 at the continuing rate of 2.5% per annum, together with additional interest of CI$27,206.65, calculated at 3% per calendar month for the 39 completed months. Interest continues to accrue on the principal at CI$1.59 per day under the 2.5% annual rate, together with additional interest of CI$697.61 for each further completed calendar month under the 3% monthly rate.

18. The total owing on the Fifth Loan as at the date of this Writ and Statement of Claim is CI$52,463.82.

<u>The Sixth Loan</u>

19. On or around 9 June 2024 the Plaintiff and Defendant entered into a loan contract whereby the Plaintiff agreed to loan the Defendant the sum of CI$492,062.39 (the "**Sixth Loan**"). The Sixth Loan accrued interest at a rate of 2.5% per annum and was repayable no later than 10 September 2024. If repayment was not made by 10

September 2024, the 2.5% annual interest continued to accrue and further interest, at a rate of 3% pcm, also accrued.

20. As at the end of the loan term on 10 September 2024, interest in the sum of CI$3,134.37 was due and owing. As at the date of this Writ and Statement of Claim, the Defendant has been in arrears for a further 23 months and 28 days and owes further interest of CI$24,502.01 at the continuing rate of 2.5% per annum, together with additional interest of CI$339,523.05, calculated at 3% per calendar month for the 23 completed months. Interest continues to accrue on the principal at CI$33.70 per day under the 2.5% annual rate, together with additional interest of CI$14,761.87 for each further completed calendar month under the 3% monthly rate.

21. The total owing on the Sixth Loan as at the date of this Writ and Statement of Claim is CI$859,221.82.

<u>Further Sum Due</u>

22. On or around 7 December 2017 the Plaintiff was invoiced by the Defendant for 3,000 tons of Algaba stone, totalling US$30,000.00 (CI$24,600) (the "**Reimbursement Amount**"). The Plaintiff duly paid this sum on 14 December 2017 by cheque. This material was never delivered. It was therefore orally agreed between the parties that this sum would be refunded to the Plaintiff. The Defendant has not repaid that sum.

23. By failing to repay the First Loan, the Second Loan, the Third Loan, the Fourth Loan, the Fifth Loan, the Sixth Loan and the Reimbursement Amount, the Defendant has breached the terms of each of those contracts.

24. By reason of the Defendant's said breaches the Plaintiff has suffered loss and damage in the sums claimed above.

AND THE PLAINTIFF CLAIMS

A. Damages for breach of the First Loan contract in the sum of CI$90,367.20 plus contractual interest in the sum of CI$178,679.47.68 continuing at the daily rate of CI$24.76 and CI$2,711.02 for each further completed calendar month or alternatively

This **Writ of Summons and Statement of Claim** is filed by Nelsons Legal, Attorneys-at-Law for the Plaintiff whose address for service is The Grand Pavilion, 802 West Bay Road, George Town, Cayman Islands, KY1-1201 (ref. JD/8216-1).

interest pursuant to the Judicature Act (2021 Revision) in the sum of CI$6,873.79 calculated at the prescribed rate of $2^{3/8}$% from 26 June 2023 and continuing at the daily rate of CI$5.88.

B. Damages for breach of the Second Loan contract in the sum of CI$257,040.00 plus contractual interest in the sum of CI$404,116.17 continuing at the daily rate of CI$70.42 and CI$7,711.20 per calendar month or alternatively interest pursuant to the Judicature Act (2021 Revision) in the sum of CI$19,986.62 calculated at the prescribed rate of $2^{3/8}$% from 31 May 2023 and continuing at the daily rate of CI$16.73.

C. Damages for breach of the Third Loan contract in the sum of CI$70,142.85 plus contractual interest in the sum of CI$101,039.30 continuing at CI$2,104.29 pcm or alternatively interest pursuant to the Judicature Act (2021 Revision) in the sum of CI$4,719.27 calculated at the prescribed rate of $2^{3/8}$% from 8 November 2023 and continuing at the daily rate of CI$4.56.

D. Damages for breach of the Fourth Loan contract in the sum of CI$20,500 plus contractual interest in the sum of CI$31,247.05 continuing at the daily rate of CI$5.62 and CI$615.00 per calendar month or alternatively interest pursuant to the Judicature Act (2021 Revision) in the sum of CI$1,633.22 calculated at the prescribed rate of $2^{3/8}$% from 1 June 2023 and continuing at the daily rate of CI$1.30.

E. Damages for breach of the Fifth Loan contract in the sum of CI$23,253.55 plus contractual interest in the sum of CI$29,210.27 continuing at the daily rate of CI$1.59 and CI$697.61 per calendar month or alternatively interest pursuant to the Judicature Act (2021 Revision) in the sum of CI$1,838.38 calculated at the prescribed rate of $2^{3/8}$% from 11 May 2023 and continuing at the daily rate of CI$1.51.

F. Damages for breach of the Sixth Loan contract in the sum of CI$492,062.39 plus contractual interest in the sum of CI$367,159.43 continuing at the daily rate of CI$33.70 and CI$14,761.87 per calendar month or alternatively interest pursuant to the Judicature Act (2021 Revision) in the sum of CI$23,244.89 calculated at the prescribed rate of $2^{3/8}$% from 11 September 2024 and continuing at the daily rate of CI$32.02.

G. Damages for breach of contract for failing to pay the Reimbursement Amount in the sum of CI$24,600 along with interest pursuant to the Judicature Act (2021 Revision) in the sum of CI$5,102.98 calculated at the prescribed rate of $2^{3/8}$% from 15 December 2017 and continuing at the daily rate of CI$1.60.

H. Costs.

I. Such further or alternative relief the Court deems fit.

Dated this 7th day of September 2026

Nelsons Legal

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Nelsons Legal – Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court
AND TO: ABS Trade and Commerce Ltd.

This **Writ of Summons and Statement of Claim** is filed by Nelsons Legal, Attorneys-at-Law for the Plaintiff whose address for service is The Grand Pavilion, 802 West Bay Road, George Town, Cayman Islands, KY1-1201 (ref. JD/8216-1).

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO.: G OF 2026

BETWEEN:

CARIBBEAN CONSTRUCTION AND SUPPLY CO. LTD.

PLAINTIFF

AND:

ABS TRADE AND COMMERCE LIMITED

DEFENDANT

ACKNOWLEDGEMENT 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.

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 ....

Attorney for the Defendant

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 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 Legal The Grand Pavilion, 802 West Bay Road, George Town, Grand Cayman Ref: JD/8219-00001

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 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, P.O. 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 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 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 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 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.