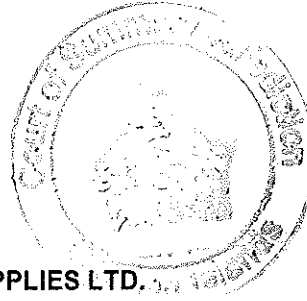


IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO: OF 2016
5006

BETWEEN:

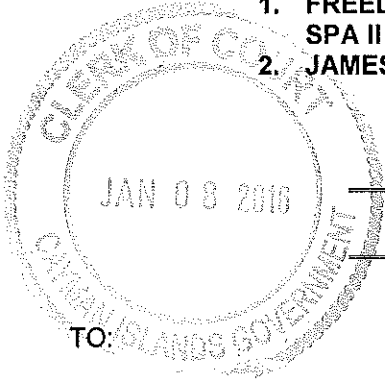
A.L. THOMPSON BUILDING SUPPLIES LTD.

Plaintiff

AND

1. FREEDOM HOLDINGS COMPANY, LTD. T/A OASIS POOL AND SPA II (BUILDING CONTRACTOR)
2. JAMES BUSSEY

Defendants

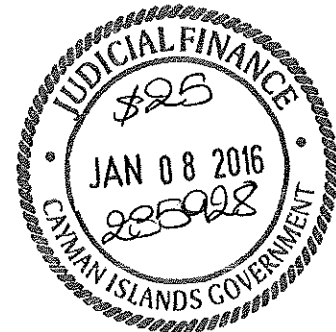


PLAINT

TO:

Freedom Holdings Company,
 Ltd. T/A Oasis Pool and Spa II
 P.O. Box 10268
 Grand Cayman KY1-1003
 Cayman Islands

James Bussey
 388 Old Prospect Rd.
 Unit #11
 Grand Cayman
 Cayman Islands



THIS PLAINT 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 service of this Plaintiff on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO 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 the action, in whole or in part, you must set out full particulars of your defence in the space provided in the Acknowledgment of Service form.

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

Issued this 6th day of January 2016

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, Buckingham Square, 720 West Bay Road, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The First Defendant's registered office is PO Box 10268, Grand Cayman, KY1-1003, Cayman Islands.
3. The Second Defendant is an individual who resides in the Cayman Islands with an address of 388 Old Prospect Rd., Unit #11, Grand Cayman, Cayman Islands.
4. On or about 13 December 2012, the First Defendant entered into a credit agreement with the Plaintiff (the "**Credit Agreement**"). The terms of the Credit Agreement were, *inter alia*, as follows:
 - a. *A.L. Thompson building Supplies Ltd. will assign you a credit line and reserves the right to increase or decrease said credit line, or withdraw your credit privileges under this Credit Agreement at any time without prior notice, except as otherwise provided by law;*
 - b. *A.L. Thompson Building Supplies Ltd. may permit you to purchase good and/or services from A.L. Thompson Building Supplies Ltd. outlet on credit up to your credit line.*
 - c. *Invoices will be issued by A.L. Thompson Building Supplies Ltd. for purchases made under this Credit Agreement;*
 - d. *If you fail to pay A.L. Thompson Building Supplies Ltd. in accordance with this Credit Agreement, A.L. Thompson Building Supplies Ltd. has the right, subject to any right you have by law, to collect your default, to declare the entire balance of your account immediately due and payable. If any unpaid balance is referred to an attorney for collection. You will pay the extent permitted by law, reasonable attorney's fees if the attorney is not our salaried employee, all costs and accrued late payment charges on said unpaid balance in accordance with the late payment charge rate schedule*

e. *A late payment charge will be computed on statement date on any invoice which falls in a past due position on the monthly closing date. This late payment charge begins to accrue the day after the due date of the invoice. The late payment charge is to be computed monthly on the outstanding balance past due after all payments and credits received by the closing date of the statement have been deducted.*

5. Further, it was a term of the Credit Agreement that interest would accrue on unpaid balances at the rate of 18% per annum.
6. The Plaintiff advanced credit to the First Defendant from time to time in accordance with the terms of the Credit Agreement.
7. The Second Defendant signed a Personal Guarantee in respect of the Credit Agreement on or about 13 December 2013. The Terms of the Personal Guarantee where, inter alia, as follows:

"the undersigned (the "Guarantor") hereby unconditionally and irrevocably delivers this Personal Guarantee to the Supplier and hereby unconditionally and irrevocably guarantees to the Supplier the full and prompt payment of all present and future indebtedness, obligations and liabilities of the Debtor to the Supplier, whether now existing or hereafter arising, however evidenced whether direct or indirect absolute or contingent, individually or jointly with another person or entity, together with all extensions, renewals, substitutions or modifications of any such indebtedness, and to reimburse the Supplier for all costs or expense of collection, including court costs, attorney fees and other expenses which may be suffered by the Supplier by reason of the Debtor's default (collectively, the "Liabilities"). If any liability guaranteed hereby is not paid when due, the Guarantor hereby agrees to and will immediately pay the same, without resort by the holder of any other person or party."

8. The Second Defendant agreed to be held liable for all monies (and accrued charges and/or interest) due to the Plaintiff in respect of the Credit Agreement entered into between the Plaintiff and the Company.
9. A Formal Demand was served on the First Defendant's Registered Office on 6 December 2015 and also on the Second Defendant on 6 December 2015.
10. Notwithstanding the above, the Defendants have either failed or neglected to make full payment to the Plaintiff.

11. As of the date of the commencement of this proceeding the Defendants owe to the Plaintiff the principal sum of CI\$10,055.78 plus interest of CI\$163.65. Interest on that sum continues to accrue at the rate of CI\$4.96 per day.
12. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$10,055.78 being the principal sum due;
- b) CI\$163.65 interest from 4 December 2015 to 6 January 2016 at the rate of 18% per annum in accordance with the Credit Agreement as set out in paragraph 5 above;
- c) Pre and post judgment interest from 7 January 2016 at the rate of 18% per annum in accordance with the terms of the Credit Agreement being CI\$4.96 per day.
- d) Costs on an indemnity basis in accordance with the terms of the Credit Agreement;
- e) Such further and other relief as this Court may deem just.

HSM Chambers

HSM Chambers
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$10,055.78 plus interest of CI\$163.65 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

1. The contractual term upon which interest is claimed is as set out in paragraph 5 above;
2. The prescribed rate of interest is 18% per annum;
3. The date from which interest is payable is 4 December 2015;
4. The total interest claimed as at 6 January 2016 is CI\$163.65; and
5. The amount of interest accruing due each day is CI\$4.96.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2016

B E T W E E N:

A.L THOMSPONS BUILDING SUPPLIES LTD.

Plaintiff

AND

1. FREEDOM HOLDINGS COMPANY, LTD. T/A OASIS POOL
AND SPA II (BUILDING CONTRACTOR)
2. JAMES BUSSEY

Defendants

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address:—

2. State whether the Defendant intends to contest the action.

Yes

No

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

Yes

No

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

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____ 2016

See overleaf

PARTICULARS OF DEFENCE

1. *[Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him]*

2. *[etc.]*

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.