

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC003 OF 2016

BETWEEN:

JACQUES SCOTT GROUP LTD.

PLAINTIFF

AND

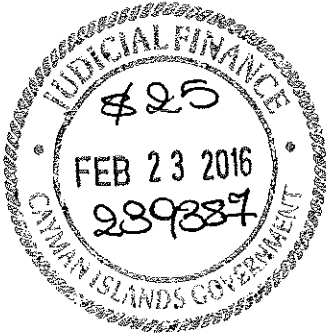
ROGER BODDEN



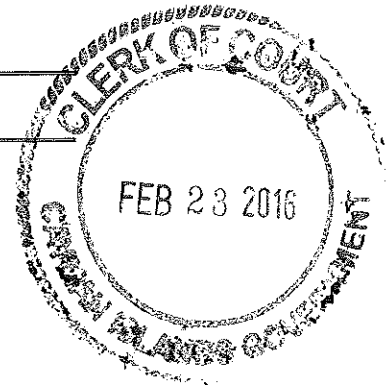
FIRST DEFENDANT

SANTOS HYNDS

SECOND DEFENDANT



PLAINT



TO:

Roger Bodden, First Defendant
P.O. Box 2843, KY1-1112
CAYMAN ISLANDS

Santos Hynds, Second Defendant
P.O. Box 2843, KY1-1112
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 Complaint 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 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 22 day of February 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, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The First Defendant is an individual who resides in the Cayman Islands with mailing address of P.O. Box 2843, Grand Cayman, KY1-1112, Cayman Islands.
3. The Second Defendant is an individual who resides in the Cayman Islands with the mailing address of P.O. Box 2843, Grand Cayman, KY1-1112, Cayman Islands.
4. The Plaintiff credited goods and services to the Company from time to time in accordance with the terms of the Agreement.
5. On or about 26 July 2015 to 15 September 2015, the Cotton Club ("the Company") credited goods and services from the Plaintiff. The terms of the Agreement were, *inter alia*, as follows:

"Customer shall pay to Jacques Scott Group Ltd and any of its subsidiaries the amount of any and all purchases charged to the customer's account not later than 15 days after the Company's statement of account, made up as of the last day of each month.

Interest will be charged at the rate of 1.5% per month (calculated on a daily basis) and will be added to any account due if not received on the due date, and thereafter on all amounts in arrears until paid. All costs including court costs and attorney's fees will be added to the customer's account if referred to an attorney for collection.

Customer agrees that Jacques Scott Group Ltd and any of its subsidiaries may apply to customer's bankers and credit references for information regarding customer's credit worthiness and agrees a copy of this application, signed by the customer shall be sufficient authority to such persons to provide the information requested from time to time. Jacques Scott Group Ltd and any of its sub subsidiaries agree not to disclose information given it [sic] hereunder to third parties.

Customer agrees that objections to involves and settlements for materials supplied to customer or in custody on the customer's behalf (whichever is the sooner) and the customer should be insured accordingly. Ownership of the goods supplied by Jacques Scott Group Ltd and any of its subsidiaries will remain with Jacques Scott Group Ltd and any of its subsidiaries until the price of the goods has be paid in full, or until re-sale."

6. The First and Second Defendants were Directors of the aforementioned Company and signed a Personal Guarantee in respect of the Credit Agreement.
7. The First and Second Defendants agreed to be held jointly and severally liable for all monies (and accrued charges and/or interest) due to the Plaintiff in respect of goods and services supplied to the Company.
8. On or about the 15 July 2015, the First and Second Defendant, as guarantors for the Company, acknowledged the debt owing by signing a Promissory Note with the Plaintiff for the repayment of the monies owed ("**the Promissory Note**"). The terms of the Promissory Note were, inter alia, as follows:

"1. The total principal sum of CI\$3,187.87 shall be payable by monthly instalments of no less than CI\$750.00 each week with the first instalment due on 24th, July 2015 and as follows:

- (1) Friday July 31st, one payment of CI\$750.00*
- (2) Friday August 7th, 2015 one payment of CI\$750.00*
- (3) Friday August 14th, 2015 one payment of CI\$937.87*

3. In the event that any payment of principal is not paid within seven (7) days of its due date hereunder, all unpaid amounts evidenced by this Note, at the option of the Payee, shall immediately become due and payable, without demand or notice. Failure to exercise this option shall not constitute a waiver of the rights to exercise the same in the event of subsequent default.

4. In the event of default hereunder, all costs and expenses of collection or attempts at collection(including legal fees on a full indemnity basis regardless of any scale court costs which may otherwise apply) may be recovered by the Payee from the Makers or any guarantor or endorser hereof, whether this Note is collected by suit or otherwise. While this Note is in default, any amount due hereunder shall bear interest, payable on demand, at the

rate of interest equal to 15% calculated from the date on which the debt was initially incurred by the Makers."

9. The Company has defaulted on the terms of credit agreement and the Promissory Note. The Defendants have either failed or neglected to make payment to the Plaintiff for the outstanding debt in accordance with the agreement, the Promissory Note, or at all.
10. The Plaintiffs under the Credit Agreement are entitled to claim interest at the rate of 1.5% per month equating to 18% per annum. However, as the Defendants acknowledged the debt by signing a Promissory Note on 15 July 2015, the Plaintiff in fairness to the Defendant will claim interest at the rate of 15% per annum according with the terms of the Promissory Note.
11. As at the date of the commencement of these proceedings, the First and Second Defendant owe to the Plaintiff the principal sum of CI\$1,833.54 plus contractual interest of CI\$128.10 and thereon at the rate of CI\$0.75 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\$1,833.54 being the principal sum due,
- b) CI\$128.10 Pre judgment interest from 1 September 2015 to 19 February 2016 at the rate of 15% per annum in accordance with the terms of the Promissory Note dated 15 July 2015 and thereafter at the daily rate of CI\$0.75.
- c) Costs on an indemnity basis in accordance with the Credit Agreement,
- d) 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\$1,833.54 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 paragraphs above;
2. The prescribed rate of interest is 15% per annum;
3. The date from which interest is payable is 1 September 2015;
4. The amount of interest accruing due each day is CI\$0.75.

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B E T W E E N:

JACQUES SCOTT GROUP LTD.

PLAINTIFF

AND

ROGER BODDEN

FIRST DEFENDANT

SANTOS HYNDS

SECOND DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State Defendants' names 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.

Dated this day of 2016

Defendant's Signature

See overleaf

PARTICULARS OF DEFENCE

[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]

1.

Defendant's Signature

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