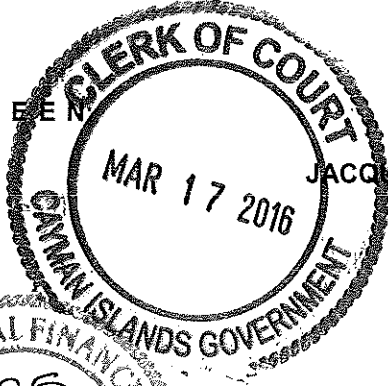


IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 67 OF 2016

BETWEEN



JACQUES SCOTT GROUP LTD.

PLAINTIFF

AND

LUIGI MOXAM

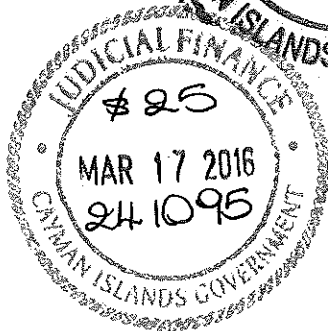
FIRST DEFENDANT

ANNIE ROSE MOXAM

SECOND DEFENDANT

CAYMAN CABANA LTD

THIRD DEFENDANT



PLAINT



TO:

Luigi Moxam
P.O. Box 10161 Airport
CAYMAN ISLANDS

Annie Rose Moxam
P.O. Box 10161 Airport
CAYMAN ISLANDS

Cayman Cabana Ltd.
P.O. Box 10161, Airport
5th Floor, Queensgate House
113 N Church Street
Grand Cayman

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 **Plaint** 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 16th day of March 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 10161 Airport, Grand Cayman, Cayman Islands.
3. The Second Defendant is an individual who resides in the Cayman Islands with the mailing address of P.O. Box 10161 Airport, Grand Cayman, Cayman Islands.
4. The Third Defendant is a Company registered in the Cayman Islands with the address of P.O. Box 10161 Airport, 5th Floor, Queensgate House, 113 N. Church Street, Grand Cayman, Cayman Islands.
5. The Plaintiff credited goods and services to the Third Defendant from time to time in accordance with the terms of a Credit Agreement dated 21 September 2012 ("the Agreement").
6. 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 ½ % per month (calculated on a daily basis) and will be added to any amount 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 invoices 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."

7. The First Defendant is a Director of the aforementioned Company and signed a Personal Guarantee in respect of the Agreement.
8. The Second Defendant also signed the Personal Guarantee in respect of the Agreement for the Third Defendant. The terms of the Personal Guarantee are as follows:

"We, the undersigned named persons, hereby agree that we shall be jointly and severally liable to Jacques Scott Group Ltd and its subsidiary companies for all monies now or at any time hereafter due to them from the above named business in respect of goods supplied to the business, notwithstanding any extension of credit or time for payment or other indulgence and this guarantee shall be a continuing guarantee notwithstanding any change in the ownership or control of the business. This guarantee may only be terminated by not less than one month's prior notice in writing, and such termination shall not relieve us of our liability hereunder in respect of any amounts owing by the business to Jacques Scott Group Ltd and its subsidiary companies up to the time of the service of notice on them."

9. 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.
10. The Third Defendant has defaulted on the terms of Agreement. The Defendants have either failed or neglected to make payment to the Plaintiff for the outstanding debt in accordance with the agreement.
11. A Company Online Registry Search was conducted on the Third Defendant. The results showed that the Third Defendant's address was P.O. Box 10161 Airport, 5th Floor, Queensgate House 113 N. Church Street.

12. A Formal Demand Letter dated 8 February 2016 was sent out by personal service to the registered office and attempts were made to serve the said address. However, the Process Server stated that the address does not exist. Therefore, service was effected on the First Defendant who is a director of the Third Defendant.
13. The Plaintiffs under the Agreement are entitled to claim interest at the rate of 1 ½ % per month equating to 18% per annum.
14. As at the date of the commencement of these proceedings, the First, Second and Third Defendants owe to the Plaintiff the principal sum of CI\$9,584.64 plus contractual interest of CI\$486.85 and thereon at the rate of CI\$4.73 per day.
15. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims against the First, Second and Third Defendants:

- a) CI\$9,584.64 being the principal sum due,
- b) CI\$486.85 Pre judgment interest from 1 December 2015 to 15 March 2016 at the rate of 18% per annum in accordance with the terms of the Agreement and thereafter at the daily rate of CI\$4.73.
- c) Costs on an indemnity basis in accordance with the 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\$9,584.64 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 18% per annum;
3. The date from which interest is payable is 1 December 2015;
4. The amount of interest accruing due each day is CI\$4.73.

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B E T W E E N:

JACQUES SCOTT GROUP LTD.

PLAINTIFF

AND

LUIGI MOXAM

FIRST DEFENDANT

ANNIE ROSE MOXAM

SECOND DEFENDANT

CAYMAN CABANA LTD.

THIRD 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.