

IN THE SUMMARY COURT AT GEORGE TOWN

50122

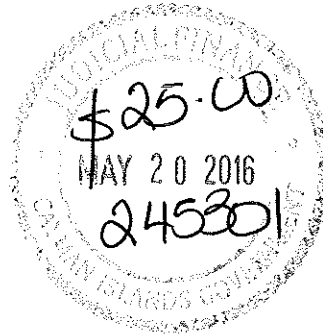
CAUSE NO: OF 2016

B E T W E E N:

NCB HOMES LTD.

AND

ANDRE M. YATES



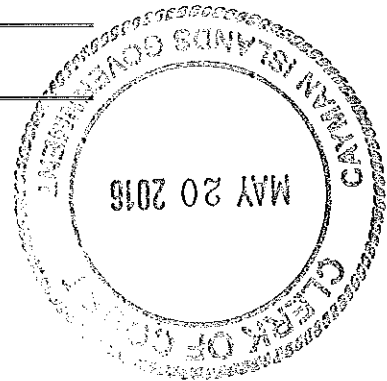
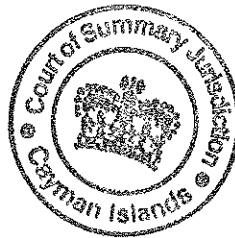
Plaintiff

Defendant

PLAINT

To:

Andre M. Yates
 PO Box 820
 Grand Cayman KY1-1103
 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, PO Box 495, Grand Cayman, KY1-1106, Cayman Islands, 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 19th day May 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 Plaintiffs registered office is PO Box 472, Grand Cayman, KY1-1106, Cayman Islands.
2. The Defendant is an individual residing in the Cayman Islands with a mailing address of PO Box 820, Grand Cayman, KY1-1103, Cayman Islands.
3. On or about 16 December 2011 the Defendant entered into loan agreement with the Plaintiff (the "Loan Agreement"). The terms of the Loan Agreement were, *inter alia*, as follows:
 - "1. NCB Homes Ltd. will advance CI\$15,000 to Andre Yates to assist in his business venture;*
 - 2. Advancement will serve as an unsecured 12 month loan to be repaid;*
 - 3. Repayments will begin February 28th 2012, first payment being CI\$2,950; and*
 - 4. Monthly repayments from March to December will be received at the end of the month in the amount of CI\$1,475 per month"*
4. The Loan Agreement was agreed and entered into with the Defendant to provide the Defendant with funds to open up a local cuisine restaurant across from the Government Administration Building on Elgin Avenue.
5. The Plaintiff advanced credit to the Defendant by way of Butterfield Bank Draft #0744322 in the amount of US\$18,292.68 on or about 16 December 2011 which is equivalent to CI\$15,000.00.
6. The Defendant defaulted on the terms of payment and as of the date of the commencement of this proceeding the Defendant, pursuant to the terms of the Loan Agreement, owed to the Plaintiff the sum of CI\$15,000.00 plus interest of CI\$1,501.36. Interest on that sum continues to accrue at the rate of CI\$0.98 per day.

7. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$15,000.00 being the principal sum due;
- b) CI\$1,508.20 pre-judgment interest from 29 February 2012 to 19 May 2016 at the rate of 2.38% in accordance with the *Judicature Law (2013 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- c) Pre and post judgment interest calculated from 20 May 2016 at the rate of 2.38% in accordance with the *Judicature Law (2013 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- d) Costs; and
- e) Such further and other relief as this Court may deem just.

Sinclairs

SINCLAIRS
Attorneys for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$15,0000.00 plus interest in the amount of CI\$1,508.20 as of the date of filing. The amount of the filing fees to commence the proceeding is US\$30.49 (CI\$25.00). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest, contractual costs 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 prescribed rate of interest is 2.38% per annum in accordance with the *Judicature Law (20013 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
2. The date from which interest is payable is 29 February 2011; and,
3. The amount of interest accruing due each day is CI\$0.98.

This PLAINT was filed by Sinclairs, Attorneys-at-Law for and on behalf of the Plaintiff whose address for service is 3rd Floor Genesis Building, Genesis Close, PO Box 498, Grand Cayman, KY1-1106, Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: OF 2016

B E T W E E N:

NCB HOMES LTD.

Plaintiff

AND

ANDRE M. YATES

Defendant

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

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

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