

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 13 OF 2017

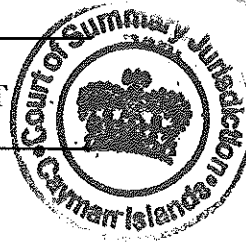
BETWEEN:

GRACE CHRISTIAN ACADEMY

- AND -

JOSEPHINE EBANKS

PLAINT



TO: Josephine Ebanks
P.O. Box 435
Grand Cayman KY1-1502
Cayman Islands

THIS PLAINT has been issued against you by the above-named Plaintiff in respected 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, George Town, Grand Cayman, the accompanying Acknowledgment of Service form 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 defense in the space provided in the Acknowledgments of Service form.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 19th day of January 2017

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiff is a limited liability company registered in the Cayman Islands carrying on business as an educational institution.
2. The Defendant is an individual and resident of the Cayman Islands.
3. On or about 18 June 2014 the Defendant made a promissory note in favour of the Plaintiff (the "Promissory Note").
4. The terms of the Promissory Note are that:
 - a. The principal sum of CI\$4,514.00 is payable to the Plaintiff on or before 30 September 2015, by way of instalments of CI\$175.00 per month, beginning on 25 June 2014 and continuing on the 31st day of each consecutive month until the debt is paid in full.
 - b. Interest is payable on the unpaid portion of the principal sum at the rate of 5% per annum while the Promissory Note is in good standing and in the event of default 10% per annum from the date of default until the date that the default is remedied.
 - c. Late payment of any amount due under the Promissory Note after a period of 7 days or more constitutes an event of default.
 - d. If the Plaintiff provides the Defendant notice of an event of default and that default is not remedied within 5 days of service of such notice, all unpaid amounts under the Promissory Note become immediately due and owing.
 - e. In the event of default, the Defendant agrees to pay all reasonable costs and expenses incurred by the Plaintiff in attempting to enforce the Promissory Note (including legal fees and expenses on a full indemnity basis).
5. On or about 31 August 2014 the Defendant defaulted under the Promissory Note by failing to pay the instalments due or any part thereof.

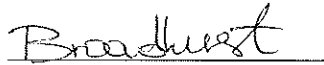
6. The Plaintiff provided notice of default to the Defendant and the Defendant failed to remedy default within 5 days of such notice.
7. The full amount owed under the Promissory Note became due and payable as at 14 October 2014.
8. On or about the 24 October 2016 the Defendant owed the Plaintiff CI\$6,617.96 (the "Debt") under the Promissory Note. The Debt is comprised of principal of CI\$5,874.00 and interest of CI\$743.96.
9. The Plaintiff made demand for payment of the Debt by letter dated 24 October 2016 sent from the Plaintiff's attorneys to the Defendant.
10. The Defendant failed, refused or neglected to pay the Debt.
11. In the circumstances the Plaintiff's claim is for the principal of CI\$5,874.00; interest to the date of demand of CI\$743.96; interest on the principal at the rate of 10% per annum continuing from the date of demand until all sums outstanding under the Promissory Note are paid in full; and costs on an indemnity basis.

AND THE PLAINTIFF CLAIMS:

- A. The Debt of CI\$6,617.96;
- B. Pre-judgment interest at the contractual rate of 10% per annum from 31 August 2014 until the date of judgment;
- C. Post-judgment interest at the contractual rate of 10% per annum from the date of judgment until payment is made in full;
- D. Costs on an indemnity basis;

E. Such other relief as this Honourable Court sees fit.

Dated this 19th day of January 2017



Broadhurst LLC

Attorneys-at-Law for the Plaintiff

This Plaint was issued by Broadhurst LLC., Attorneys-at-Law for the Plaintiff, whose address for service is 40 Linwood Street, George Town, Grand Cayman, Cayman Islands.

INDORSEMENTS

LIQUIDATED DEBT OR DEMAND

The amount claimed in respect of the liquidated debt or demand is \$6,617.96 and is made up as follows:

Principal:	\$5,874.00
Interest at 5%:	\$46.60 from 18 June 2014 to 30 August 2014
Interest at 10%:	\$697.36 from 31 August 2014 to 24 October 2016

If, within the time allowed to return the Acknowledgement of Service, the Defendant pays the Plaintiff or its attorneys-at-law \$6,617.96 plus fixed costs of \$200.00, the filing fee of \$25.00 and interest of \$1.61 per day from 19 January 2017 to the date of payment, further proceedings will be stayed.

INTEREST

Simple interest is claimed at the contractual rate of 5% from 18 June 2014 and at 10% from the date of default, being 31 August 2014 pursuant to the Promissory Note signed by the Defendant.

Interest began to accrue under the Promissory Note on 18 June 2014. As at the date of filing this Plaintiff, being 19 January 2017, the total interest claimed is \$743.96. Interest is continuing to accrue at 10% per annum, being \$1.61 per day.

CURRENCY

All amounts referred to in this Plaintiff are in Cayman Islands Dollars.

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, 61 Edward Street, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.