

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 48 OF 2017

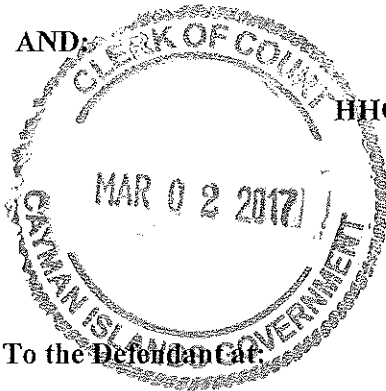
BETWEEN:

SARAH ROMAN, DEREK
BOLINGBROKE & JAMES STEPHEN

PLAINTIFFS

AND:

HHG CAYMAN LIMITED, DEFENDANT



PLAINT



To the Defendant at:

CO Services Cayman Ltd
P.O. Box 10008
Willow House
Cricket Square
Grand Cayman KY1-1101
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 **Plaint** on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend this action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

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

Issued this day of February 2017.

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

1. The Plaintiffs were employed by the Defendant under separate contracts of employment dated
2. The Defendant is a company incorporated in the Cayman Islands having its registered office at At all material times the Plaintiffs were employed by the Defendant and were at all material times acting in the course of their employment and acting on the instructions of the Defendant herein, its servants or agents.
3. The Plaintiff's claim is for CI\$12,638 being the sum due from the Defendant to the Plaintiffs for 30 days' notice pay each pursuant to the Agreements entered into between the Plaintiffs and the Defendant. Copies of the Agreements are appended as "Schedule A" to this Statement.
4. By a clause entitled "probationary period" in the Agreements, the Defendant agreed to provide 30 days advance notice, or pay in lieu of notice, where a dismissal occurred **without cause**. The clause reads as follows:-

"At any time during this probationary period, HHG may terminate your employment without cause but with 30 days advance notice or pay in lieu of notice. After these payments we would have no further obligation to you, financial or otherwise. In the case of termination with cause HHG will not be required to give advance notice, any payment in lieu of notice or repatriation allowance".
5. On or around the 30th to 31st of December 2016, each of the Plaintiffs were summarily dismissed for serious misconduct. A copy of the termination letters issued to the Plaintiffs are appended as "Schedule B" to this Statement.
6. On or around the 3rd of February 2017, attorneys for the Plaintiffs wrote to the Defendant seeking CI\$12,638 or 30 days' notice pay, pursuant to their Agreements. A copy of this letter is appended as "Schedule C" to this Statement.
7. In breach of Agreement, the Defendant failed, refused and/or neglected to pay to the Plaintiffs the balance of CI\$12,638 by 10 February 2017.
8. The Defendant has failed to respond to the correspondence dated 3rd of February 2017 whatsoever.

Particulars of Damage

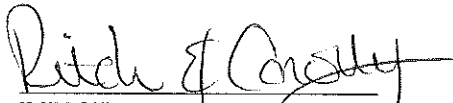
9. CI\$12,638 for breach of contract.
10. Further, the Plaintiffs are entitled to and claims interest pursuant to section 34 of the Judicature Law (2013 Revision) and sections 4 and/or 5 of the Judgment

Debts (Rates of Interest) Rules 2010 or alternatively pursuant to the equitable jurisdiction of the Court on the sum of CI\$12,638 at a rate of 2.38% per annum from the date that the terms of the Agreement were breached on 31 December 2016 currently amounting to CI\$47.79 and continuing to accrue at a daily rate of CI\$0.82.

AND THE PLAINTIFFS CLAIM AGAINST THE DEFENDANT:

1. Payment of the said sum of CI\$12,638.
2. Interest in the sum of CI\$47.79 and continuing to accrue at a daily rate of CI\$0.82 pursuant to paragraph 10 above.
3. Further and other relief.
4. Its costs of this action together with the issue fee for these proceedings of CI\$25.00 and Process Server's costs of CI\$75.00.

Dated the 10 day of February 2017.


RITCH & CONOLLY
Attorneys-at-Law for the Plaintiffs

TO: The Clerk of the Court

AND TO: HHG Cayman Ltd
CO Services Cayman Ltd
P.O. Box 10008
Willow House
Cricket Square
Grand Cayman KY1-1101
Cayman Islands

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2017

BETWEEN:

SARAH ROMAN, DEREK
BOLINGBROKE & JAMES STEPHEN

PLAINTIFFS

AND:

HHG CAYMAN LIMITED

DEFENDANT

SCHEDULE A

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June 8th 2016

Ms. Sarah Roman:

Dear Sarah:

It is my pleasure to confirm in this Offer Letter ("Agreement") the terms of your employment as Marketing Manager. Your employer will be HHG Cayman Ltd. ("HHG") the owner of Treasure Island in Grand Cayman, currently undergoing refurbishment to become a "Margaritaville Beach Resort". Once the renovations are complete, the hotel will be managed by Trust Hospitality. Until such time the operation is under the Owner's direct management, with certain technical services provided by Trust. We feel that your qualifications and background in the mechanical field will greatly contribute to the success of the Resort.

As Marketing Manager, you will report to James Stephens, Director of Sales, Marketing & Catering of HHG. As the refurbishment proceeds, your direct reporting line will change. You will perform such duties assigned to you by the Director of Sales, Marketing & Catering of HHG Cayman Ltd (HHG). Within 30 days of hire, you will be scheduled for a complete review of all Trust Hospitality standard operating procedures and processes, internal systems and personnel guidelines; you will also be introduced to the Guest Service components Culture and Core Values as well as the Margaritaville Brand Standards. Going forward, you will play an integral role in supporting the visions and cultural initiatives at the Margaritaville Beach Resort, Grand Cayman.


The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both *HHG* and yourself with respect to your employment conditions, and is governed by the laws of the Cayman Islands. It details the terms and conditions of your employment with *HHG*, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

Sarah, we look forward to welcoming you to the *HHG* team and wish you a successful and rewarding career with us.

Sincerely,


Michael Evans
Vice President

HHG Cayman Ltd.
269 West Bay Road, George Town, Grand Cayman, Cayman Islands

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I, *Sarah Roman*, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature

Date



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Schedule A

HHG Cayman Ltd. Terms and Conditions of Employment

The following outlines the terms and conditions of employment with *HHG Cayman Ltd. (HHG)*. The Company reserves the right to change these terms and conditions as necessary, with due notice.

Title	<i>Marketing Manager</i>
Initial Reporting Relationship	<i>James Stephens, Director of Sales, Marketing & Catering, HHG</i>
Responsibilities	<p>Your job responsibilities include Marketing Manager A copy of your position description is attached as Schedule "B."</p> <p>While employed by the Company, you agree to work on a full-time basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission.</p>
Salary	<i>Amount: \$US\$55,000 or CI\$ equivalent per annum, with annual reviews.</i>
Status	<i>Full-time</i>
Start Date	<i>June 15th 2016 (pending Immigration approval of work authorization)</i>
End Date	<i>Open Ended pending legal authorization to work as provided under the Cayman Islands Immigration Law.</i>
Hours of Work	The company's core hours of operations are Monday through Friday from 9:00 a.m. to 6:00 p.m. Please note, that this role will require work as needed on weekends/holidays.
Overtime	No overtime will be paid.
Payroll Schedule	Your salary will be paid to you on a <i>monthly</i> basis, less required deductions if any.
Vacation	You will be entitled to <i>three (3)</i> weeks of vacation annually. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to the Company.
Benefits	<p>You shall be entitled to participate in all benefit plans of <i>HHG</i> as may be made available to employees of <i>HHG</i> from time to time for which you are eligible.</p> <p>You will also be entitled to group health insurance, currently British Caymanian SHIC Plus Plan subject to change with monthly premium payment to be equally shared between yourself and the Company.</p>



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	<p>You will participate in the Company's pension scheme in accordance with the Cayman Islands National Pensions Law.</p> <p>Bonuses, if any, will be determined upon the establishment of an operating budget at the sole discretion of the management and ownership.</p>
Probationary Period	<p>To assess your fit within <i>HHG</i>, the first six (6) months of your employment will constitute a probationary period. At any time during this probationary period, <i>HHG</i> may terminate your employment without cause but with 30 days advance notice or pay in lieu of notice. After these payments we would have no further obligation to you, financial or otherwise. In the case of termination with cause <i>HHG</i> will <u>not</u> be required to give advance notice, any payment in lieu of notice or repatriation allowance.</p>
Policies and Standards	<p><i>HHG</i> has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of <i>HHG</i> and that these policies do not form a part of this Agreement. It is agreed that if <i>HHG</i> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.</p>
Confidentiality and Intellectual Property	<p>Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "C."</p>
Non Solicitation	<p>You hereby agree that, while you are employed by <i>HHG</i> and for one (1) year following the termination of your employment with <i>HHG</i>, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any <i>HHG</i> employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of <i>HHG</i> in a manner that conflicts with or interferes in the business of <i>HHG</i> as conducted with such customer or supplier.</p>
Representation	<p>You hereby represent and warrant to <i>HHG</i> that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining <i>HHG</i>, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.</p>
Changes to Duties and/or Compensation	<p>If your duties or compensation should change during the course of your employment with <i>HHG</i>, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.</p>

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Resignation	Should you wish to resign your employment with HHG , you will be required to provide four (4) weeks' written notice to enable us to transition your work.
Termination	After the end of your probationary period, HHG may terminate your employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay as required by Cayman Islands law.
Legal Advice	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.
Marketing Manager	Job Description HHG "Not limited to"

Job Overview

In this role, you will perform the following duties:

- supervises and helps create the various advertising or merchandising sales campaigns
- The Marketing Manager typically must incorporate a variety of Input from creative, research, advertising, and sales teams
- Maintain approved internal and external mailing lists.
- Assist in creating, recommending and implementing marketing programs and campaigns for products and services of the organization.
- Collaborate with Sales Managers to implement new and modified programs and initiatives.
- Assist in developing market research studies and analyze their findings.
- Other duties as assigned.



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Schedule B

JOB DESCRIPTION

HHG Cayman Ltd.
269 West Bay Road, George Town, Grand Cayman, Cayman Islands



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Schedule C

Employee Covenants Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with Company (the "Company"), the undersigned (the "Participant") agrees and covenants as follows:

1. Employment with the Company as an employee or engagement with the Company as an independent contractor, as the case may be (the "Engagement"), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for

HHG Cayman Ltd.
269 West Bay Road, George Town, Grand Cayman, Cayman Islands



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the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:

- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company
7. considers advisable anywhere in the world.
8. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
9. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.



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10. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
11. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
12. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defense in any injunction action, application or motion brought against the Participant by the Company.
13. This Agreement is governed by the laws of the Cayman Islands and the Participant agrees to the non-exclusive jurisdiction of the courts of the Cayman Islands in relation to this Agreement.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed as of the ___ day of _____, 20__.

Signed in the presence of:

PARTICIPANT
NAME:

WITNESS to PARTICIPANT
NAME:



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July 25, 2016

Mr. Derek Bolingbrook:

Dear Derek:

It is my pleasure to confirm in this Offer Letter ("Agreement") the terms of your employment as Sales Manager. Your employer will be HHG Cayman Ltd. ("HHG") the owner of Treasure Island in Grand Cayman, currently undergoing refurbishment to become a "Margaritaville Beach Resort". Once the renovations are complete, the hotel will be managed by Trust Hospitality. Until such time the operation is under the Owner's direct management, with certain technical services provided by Trust. We feel that your qualifications and background in the sales field will greatly contribute to the success of the Resort.

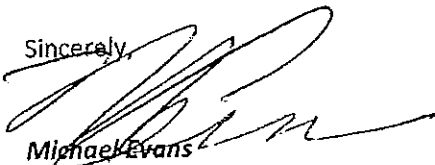
The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both **HHG** and yourself with respect to your employment conditions, and is governed by the laws of the Cayman Islands. It details the terms and conditions of your employment with **HHG**, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me within 72 hours of receipt.

Derek, we look forward to welcoming you to the **HHG** team and wish you a successful and rewarding career with us.

Sincerely,



Michael Evans
Vice President

I, **Derek Bolingbrook**, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature

Date

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Schedule A

HHG Cayman Ltd. Terms and Conditions of Employment

The following outlines the terms and conditions of employment with *HHG Cayman Ltd. (HHG)*. The Company reserves the right to change these terms and conditions as necessary, with due notice.

Title	Sales Manager
Initial Reporting Relationship	<i>James Stephen, Director of Sales and Marketing, HHG</i>
Responsibilities	<p>Your job responsibilities include Sales Manager. A copy of your position description is attached as Schedule "B."</p> <p>While employed by the Company, you agree to work on a full-time basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission.</p>
Salary	<i>Amount: US\$50,000 annually or CI\$ equivalent, with annual reviews.</i>
Status	<i>Full-time</i>
Start Date	<i>As soon as possible pending approval from the Cayman Islands Immigration Department and your notice period</i>
End Date	<i>TBA based on work permit and start date for a period of 1 year</i>
Hours of Work	You will work a variable schedule as assigned at the discretion of your direct manager. This schedule will be no less than 35 hours per week up to a maximum of 45 hours per week. You will also work such additional hours as required for the efficient conduct of our business. Please note, that this role will require full time work as needed on evenings/weekends/holidays.
Overtime	No overtime will be paid as this is deemed a Managerial Position
Payroll Schedule	Your salary will be paid to you on a <i>biweekly</i> basis, less required deductions if any.
Vacation	You will be entitled to <i>ten (10) days</i> of vacation annually. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to the Company.
Benefits	You shall be entitled to participate in all benefit plans of <i>HHG</i> as may be made available to employees of <i>HHG</i> from time to time for which you are eligible.

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	<p>You will also be entitled to group health insurance, Employee Plan, a standard pension plan will also be provided in accordance with Cayman law.</p> <p>Bonuses, if any, will be determined upon the establishment of an operating budget at the sole discretion of the management and ownership.</p>
Probationary Period	<p>To assess your fit within HHG, the first six (6) months of your employment will constitute a probationary period. At any time during this probationary period, HHG may terminate your employment without cause but with 30 days' advance notice or pay in lieu of notice. After these payments we would have no further obligation to you, financial or otherwise. In the case of termination with cause HHG will <u>not</u> be required to give advance notice, any payment in lieu of notice or repatriation allowance.</p>
Policies and Standards	<p>HHG has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of HHG and that these policies do not form a part of this Agreement. It is agreed that if HHG introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.</p>
Confidentiality and Intellectual Property	<p>Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "C."</p>
Non Solicitation	<p>You hereby agree that, while you are employed by HHG and for one (1) year following the termination of your employment with HHG, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any HHG employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of HHG in a manner that conflicts with or interferes in the business of HHG as conducted with such customer or supplier.</p>
Representation	<p>You hereby represent and warrant to HHG that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining HHG, breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.</p>
Changes to Duties and/or Compensation	<p>If your duties or compensation should change during the course of your employment with HHG, the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement</p>

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	are deemed void by law, then the remaining provisions will continue in full force and effect.
Resignation	Should you wish to resign your employment with <i>HHG</i> , you will be required to provide four (4) weeks' written notice to enable us to transition your work.
Termination	After the end of your probationary period, <i>HHG</i> may terminate your employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay as required by Cayman Islands law.
Legal Advice	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.
Sales Manager	Job Description HHG "Not limited to"



Schedule B

JOB DESCRIPTION

Job Overview:

The position is accountable for proactively soliciting and handling sales opportunities. Ensures business is turned over properly and in a timely fashion for proper service delivery. Assists in leading all day-to-day activities related to sales with a focus on building long-term, value-based customer relationships that enable achievement of sales objectives. Achieves personal sales goals.

Essential Functions:

- Building Successful Relationships that Generate Sales Opportunities
- Works collaboratively with off-property sales channels to ensure sales efforts are coordinated, complementary and not duplicative.
- Builds and strengthens relationships with existing and new customers to enable future bookings. Activities include sales calls, entertainment, FAM trips, trade shows, etc.
- Develops relationships within community to strengthen and expand customer base for sales opportunities.
- Manages and develops relationships with key internal and external stakeholders.
- Provides accurate, complete and effective turnover to Event Management.
- Managing Sales Activities.
- Participates in sales calls with members of sales team to acquire new business and/or close on business.
- Executes and supports the operational aspects of business booked (e.g., generating proposal, writing contract, customer correspondence).
- Using Knowledge of Market Trends and Target Customer Information to Maximize Revenue
- Identifies new business to achieve personal and location revenue goals.
- Understands the overall market - competitors' strengths and weaknesses, economic trends, supply and demand etc. and knows how to sell against them.
- Closes the best opportunities for the location based on market conditions and location needs.
- Gains understanding of the location's primary target customer and service expectations; serves the customer by understanding their business, business issues and concerns, to offer better business solution.
- Providing Exceptional Customer Service.
- Supports the company's service and relationship strategy, driving customer loyalty by delivering service excellence throughout each customer experience.
- Services our customers in order to grow share of the account.
- Executes and supports the company's customer service standards.
- Provides excellent customer service consistent with the daily service basics of the company.
- Sets a positive example for guest relations.
- Interacts with guests to obtain feedback on product quality and service levels.

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Schedule C

Employee Covenants Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with Company (the "Company"), the undersigned (the "Participant") agrees and covenants as follows:

1. Employment with the Company as an employee or engagement with the Company as an independent contractor, as the case may be (the "Engagement"), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:

HHG Cayman Ltd.

269 West Bay Road, George Town, Grand Cayman, Cayman Islands

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- (i) is or becomes public other than through a breach of this Agreement;
- (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

- 5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
- 6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company
- 7. considers advisable anywhere in the world.
- 8. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
- 9. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
- 10. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms

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hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

11. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
12. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defense in any injunction action, application or motion brought against the Participant by the Company.
13. This Agreement is governed by the laws of the Cayman Islands and the Participant agrees to the non-exclusive jurisdiction of the courts of the Cayman Islands in relation to this Agreement.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed as of the ____ day of _____, 20__.

Signed in the presence of:

PARTICIPANT
NAME:

WITNESS to PARTICIPANT
NAME:

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16 May 2016

Mr. James Stephen:

Dear James:

It is my pleasure to confirm in this Offer Letter ("Agreement") the terms of your employment as Director Sales, Catering & Manager. Your employer will be HHG Advisory Services ("HHG") the owner of Margaritaville Beach Resort in Grand Cayman and Locale, Grand Cayman both currently under renovation and refurbishment and under the Owner's direct management, with certain technical services provided by Trust. We feel that your qualifications and background in the hospitality industry will greatly contribute to the success of the Resort team.

As Director, Sales, Catering & Marketing, you will report to Michael Evans, Vice President of HHG. As the refurbishment proceeds, your direct reporting line may change. You will perform such duties assigned to you by the Vice President of HHG Advisory Services (HHG). Within 30 days of hire, you will be scheduled for a complete review of all Trust Hospitality standard operating procedures and processes, internal systems and personnel guidelines; you will also be introduced to the Guest Service components Culture and Core Values as well as the HHG's Brand Standards. Going forward, you will play an integral role in directing the operating visions and cultural initiatives throughout or properties.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both *HHG* and yourself with respect to your employment conditions, and is governed by the laws of the Cayman Islands. It details the terms and conditions of your employment with *HHG*, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

Tim, we look forward to welcoming you to the *HHG* team and wish you a successful and rewarding career with us.

Sincerely,

Michael Evans
Vice President

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I, *James Stephen*, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

Signature



Date

5.19.2016

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Schedule A

HHG Cayman Advisory Ltd. Terms and Conditions of Employment

The following outlines the terms and conditions of employment with **HHG Cayman Ltd. (HHG)**. The Company reserves the right to change these terms and conditions as necessary, with due notice.

Title	Director, Sales, Catering & Marketing
Initial Reporting Relationship	Michael Evans, Vice President, HHG
Responsibilities	<p>Your job responsibilities include Director, Sales, Catering & Marketing. A copy of your position description is attached as Schedule "B."</p> <p>While employed by the Company, you agree to work on a full-time basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission.</p> <p>This offer/agreement is contingent upon the company's ability to obtain a Cayman Islands Work Permit in your name and the successful completion of a reference check.</p>
Salary	Amount: \$US\$80,000 or CI\$ equivalent per annum, with annual reviews.
Status	Full-time
Start Date	1 June 2016
End Date	31 May 2018 (Fixed term only)
Hours of Work	The company's core hours of operation are Monday to Friday from 9:00am 6:00pm and weekends/holidays as required.
Overtime	No overtime will be paid
Payroll Schedule	Your salary will be paid to you on a <i>monthly</i> basis, less required deductions if any.
Vacation	You will be entitled to <i>four (4)</i> weeks of vacation annually. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to the Company.
Benefits	<p>You shall be entitled to participate in all benefit plans of HHG as may be made available to employees of HHG from time to time for which you are eligible.</p> <p>You will also be entitled to group health insurance, Employee Plan, a standard pension plan will also be provided in accordance with Cayman law.</p> <p>You will be entitled to a performance bonus for achieving quantified</p>

HHG Cayman Ltd.
269 West Bay Road, George Town, Grand Cayman, Cayman Islands

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	targets to be determined upon issuance of each annual operating plan for ADR, occupancy and revenues and will be formulated and paid at the sole discretion of the management and ownership.
	To assess your fit within HHG , the first six (6) months of your employment will constitute a probationary period. At any time during this probationary period, HHG may terminate your employment without cause but with 30 days advance notice or pay in lieu of notice. After these payments we would have no further obligation to you, financial or otherwise. In the case of termination with cause HHG will <u>not</u> be required to give advance notice, any payment in lieu of notice or repatriation allowance.
Policies and Standards	HHG has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of HHG and that these policies do not form a part of this Agreement. It is agreed that if HHG introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
Confidentiality and Intellectual Property	Our offer of employment is conditional upon you agreeing to and abiding by the "Confidentiality and Proprietary Information Agreement." Attached Schedule "C."
Non Solicitation	You hereby agree that, while you are employed by HHG and for one (1) year following the termination of your employment with HHG , you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any HHG employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of HHG in a manner that conflicts with or interferes in the business of HHG as conducted with such customer or supplier.
Representation	You hereby represent and warrant to HHG that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining HHG , breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favor of any third party.
Changes to Duties and/or Compensation	If your duties or compensation should change during the course of your employment with HHG , the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
Resignation	Should you wish to resign your employment with HHG , you will be required to provide four (4) weeks' written notice to enable us transition your work.
Termination	After the end of your probationary period, HHG may terminate your

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	employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay as required by Cayman Islands law.
Legal Advice	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.



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Schedule B

JOB DESCRIPTION

The Director of Sales, Catering and Marketing will have overall strategic responsibility for building revenue and managing HHG sales and marketing efforts to achieve the company's financial goals. This will include the oversight and coordination for all Group, FIT, catering, meeting and room sales by sales managers, service managers, coordinators and administrative staff.

- Develop structure and models, sales plans, activity reports and marketing strategies
- Set and consistently monitor measurable objectives for the property's sales growth, holding sales people accountable for initiatives and growth
- Provide accurate and reliable forecasting on an ongoing basis as to where a team will finish vs. goal
- Create demand for the property and increase sales revenues by driving the relevant brand.
- Lead the sales team with the intent to gain market share
- Persistently work toward unquestionable customer retention and satisfaction that will result in customers being enthusiastic reference, thus increasing brand awareness
- Create strong collaborative partnerships with property operations that work to accomplish their goals while continuing to build brand identity and delivery in day to day operations
- Consistently communicate with the sales team and drive superior performance
- Act as support network for all sales people, assisting them in meeting and exceeding all goals and objectives
- Communicate effectively with corporate, property and meeting operators and customers
- Handle all employee-related human resources issues with regards to appropriate communication, counseling as well as disciplinary action as needed.

Preferred Qualifications:

HHG is looking for a seasoned sales executive who will structure and drive the sales process to achieve revenue goals for the property. This individual must be a creative, high-energy, hands-on, take charge Director with proven leadership skills. Additional characteristics include:

HHG Cayman Ltd.
269 West Bay Road, George Town, Grand Cayman, Cayman Islands



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- Proven experience in selling hospitality services to a diverse set of customers
- Extensive experience managing a sales team
- A track record of consistent performance and accountability using multiple sales approaches and managing complex sales to a diverse group of customers
- 3-5 years experience in managing Hotel and Catering sales
- Proven experience driving substantial sales growth year over year
- A demonstrated ability to add value to the sales process through the development and implementation of a structured selling methodology, utilizing score cards or other measures to ensure the team's success
- Comfortable in setting direction and providing vision, as well as rolling up the sleeves and working on day-to-day tactical sales activities
- Demonstrated and proven sales management methodology
- Proven management experience with supervisory responsibilities including experience with the budgeting process, strategic and tactical planning, performance management, team coaching and project management
- Proven track record in managing Group, FIT and corporate business
- Strong leadership, and planning skills and exceptional project management skills
- Ability to attract and select the right sales talent, set expectations, communicates feedback clearly; and develop people appropriately
- Sales tracking and demand systems experience Excellent oral, written, verbal communication, interpersonal and presentation skills required
- BA/BS degree preferred, but not required
- Neat and professional appearance
- Ability to act quickly and exercise good judgment under pressure/conflict situations
- Ability to cope with high volume, a fast pace, multi-tasking and frequent interruptions
- Must be enthusiastic and efficient and able to work well with co-workers and management
- Long hours involved, flexible working hours, and available on weekends and holidays
- Must be able to travel occasionally



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Schedule C

Employee Covenants Confidentiality and Proprietary Information Agreement

In consideration of employment as an employee or engagement as an independent contractor with Company (the "Company"), the undersigned (the "Participant") agrees and covenants as follows:

1. Employment with the Company as an employee or engagement with the Company as an independent contractor, as the case may be (the "Engagement"), will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to the Company any and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall, both during and after the Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:

HHG Cayman Ltd.

269 West Bay Road, George Town, Grand Cayman, Cayman Islands



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- (i) is or becomes public other than through a breach of this Agreement;
- (ii) Is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
- (iii) Is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

- 5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
- 6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company
- 7. considers advisable anywhere in the world.
- 8. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
- 9. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
- 10. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms



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hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.

11. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
12. The Participant acknowledges that the services provided by the Participant to the Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defense in any injunction action, application or motion brought against the Participant by the Company.
13. This Agreement is governed by the laws of the Cayman Islands and the Participant agrees to the non-exclusive jurisdiction of the courts of the Cayman Islands in relation to this Agreement.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF the Company has caused this Agreement to be executed as of the 19th day of May, 2016

Signed in the presence of:

PARTICIPANT

NAME:

James Stephen

WITNESS to PARTICIPANT

NAME:

Kimberly Stephen

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2017

BETWEEN:

SARAH ROMAN, DEREK
BOLINGBROKE & JAMES STEPHEN

PLAINTIFFS

AND:

HHG CAYMAN LIMITED

DEFENDANT

SCHEDULE B

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December 29, 2016

Derek Bolingbroke

Grand Cayman

Cayman Islands

Dear Derek,

This letter will serve as written notification of our election to terminate your employment with cause under the Labor Laws of the Cayman Islands.

Specifically, we cite section 52 (1) (a) which states that an Employer may terminate with cause when an Employee has, "conducted him/herself in such a manner as clearly to demonstrate that the employment relationship cannot reasonably be expected to continue".

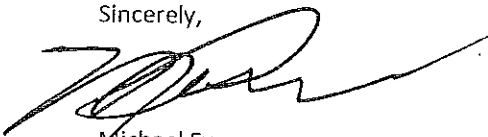
On December 8th you were given a verbal warning base on your failure to perform duties, and were not up company's standards. To date management has still identified these issues, and in addition you have taken a casual approach to your role and have not prioritize urgent matters that will affect our ability to operate as a company.

In an attempt to deal with the situation as amicably as possible, this is your 24-hour notice of termination of employment. You will not be required to work for this notice period. We will pay you up until the time you have worked, and you will then receive a pay cheque on January 6th, 2017 at your normal pay.

At the delivery of this letter, you will turn over all passwords, work, phones, computers and any other company property to Human Resources Manager. We would like to remind you of the Company's Non-Solicitation and Confidentiality Agreement clause that was in your employment contract will still be enforced after your termination.

Should you have any questions regarding any of the above, please feel free to contact me.

Sincerely,



Michael Evans

Vice President

Cc: Human Resources

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I, Derek Bolingbroke hereby acknowledge receipt of this **Termination of Employment Forthwith for Cause**. I acknowledge that I have read and understood the items set forth in this letter.

Signed: _____

Dated: _____

Witness: _____

December 29, 2016

Sarah Roman
Grand Cayman
Cayman Islands

Dear Sarah,

This letter will serve as written notification of our election to terminate your employment with cause under the Labor Laws of the Cayman Islands.

Specifically, we cite section 52 (1) (a) which states that an Employer may terminate with cause when an Employee has, "conducted him/herself in such a manner as clearly to demonstrate that the employment relationship cannot reasonably be expected to continue".

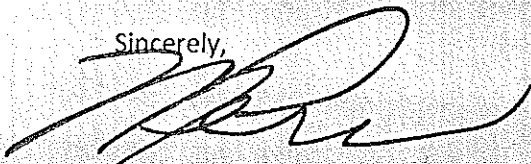
On December 8th you were given a verbal warning base on your failure to perform duties, and were not up company's standards. To date management has still identified these issues, and in addition you have taken a casual approach to your role and have not prioritize urgent matters that will affect our ability to operate as a company.

In an attempt to deal with the situation as amicably as possible, this is your 24-hour notice of termination of employment. You will not be required to work for this notice period. We will pay you up until the time you have worked, and you will then receive a pay cheque on January 6th, 2017 at your normal pay.

At the delivery of this letter, you will turn over all passwords, work, phones, computers and any other company property to Human Resources Manager. We would like to remind you of the Company's Non-Solicitation and Confidentiality Agreement clause that was in your employment contract will still be enforced after your termination.

Should you have any questions regarding any of the above, please feel free to contact me.

Sincerely,



Michael Evans

Vice President

Cc: Human Resources

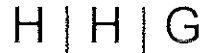
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I, Sarah Roman hereby acknowledge receipt of this Termination of Employment Forthwith for Cause. I acknowledge that I have read and understood the items set forth in this letter.

Signed: _____

Dated: _____

Witness: _____



December 29th, 2016

James Stephens
Grand Cayman
Cayman Islands

Dear James,

This letter will serve as written notification of our election to terminate your employment with cause under the Labor Laws of the Cayman Islands.

Specifically, we cite section 52 (1) (a) which states that an Employer may terminate with cause when an Employee has, "conducted him/herself in such a manner as clearly to demonstrate that the employment relationship cannot reasonably be expected to continue".

During your probationary review management had identified key areas for performance improvement and had extended your probationary base on the following:

- Failure to follow specific instructions of the Vice President, HHG.
- Failure to take care of work and job responsibilities assigned by the Vice President, HHG in a timely manner.
- Failure to manager intra-company relationships with marketing and PR partners.
- Failure to give to give routine progress briefings to the Vice President, HHG.

Further to the above, on December 8th you and your team were given a verbal warning due to failure to perform duties, and were not up company's standards. To date management has still identified these issues, and in addition you have taken a casual approach to your role and have not prioritize urgent matters that will affect our ability to operate as a company.

As a result of this, we feel you are incompetent to manage the department, and we find ourselves in the position that we can no longer reasonably be expected to continue this employment relationship.

In an attempt to deal with the situation as amicably as possible, this is your 24-hour notice of termination of employment. You will not be required to work for this notice period. We will pay you up until the time you have worked, and you will then receive a pay cheque on your normal pay.

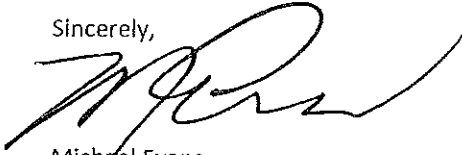
You will also be advised of any relevant matters arising concerning any health insurance you will be covered until the end of December and have the ability to continue coverage, on your own, for the period of three months and pension contributions. Please reach out to Carleene Salmon in Human Resources to arrange the extension by December 30th, 2016.

At the delivery of this letter, you will turn over all passwords, work, phones, computers and any other company property to Human Resources Manager. We would like to remind you of the Company's Non-Solicitation and Confidentiality Agreement clause that was in your employment contract will still be enforced after your termination.

HHG Cayman Ltd.
430 West Bay Road, George Town, Grand Cayman, Cayman Islands

We are disappointed that the relationship has to end this way, however we do wish you success in your future.

Sincerely,



Michael Evans

Vice President

I, James Stephens, hereby acknowledge receipt of this **Termination of Employment Forthwith for Cause**. I acknowledge that I have read and understood the items set forth in this letter.

Signed: _____

Dated: _____

Witness: _____

Refused to sign

12/30/16

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2017

BETWEEN:

SARAH ROMAN, DEREK
BOLINGBROKE & JAMES STEPHEN

PLAINTIFFS

AND:

HHG CAYMAN LIMITED

DEFENDANT

SCHEDULE C

Solange Alfaro

From: Nicola Walsh
Sent: Monday, February 27, 2017 12:01 PM
To: Solange Alfaro
Subject: FW: Letter dated 3 February 2017 - matter 14167
Attachments: Letter dated 3 Feb 2017.pdf

Fyi

Kind regards,

Nicola Walsh
Secretary to Cherry Bridges



From: Nicola Walsh
Sent: Friday, February 03, 2017 4:00 PM
To: mevans@howardhg.com; michael@howardhg.com; carleene.salmon@mrgc.ky; howard@howardhg.com
Cc: Lynne McDonagh <LMcDonagh@rc.com.ky>
Subject: Letter dated 3 February 2017 - matter 14167

Dear Sirs,

Please find attached our letter dated 3 February 2017.

Kind regards,

Nicola Walsh
Secretary to Cherry Bridges



T: (345) 949 7366 | F: (345) 949 8652 | D: (345) 815 2004 | nwalsh@rc.com.ky | <http://www.rc.com.ky>
Queensgate House | 113 South Church Street | P.O. Box 1994 | GRAND CAYMAN KY1-1104 | Cayman Islands

PRIVILEGED LEGAL COMMUNICATION

This is a confidential e-mail from Ritch & Conolly, a Cayman Islands' firm of Attorneys at Law. Its contents and any attachments are privileged and are intended solely for the use of the recipient to which it has been addressed. It may not be disclosed to or used by anyone other than the addressee, nor may it, or any attachments to it, be copied in any way. If received in error, please telephone us immediately on (345) 949 7366, quoting the name of the sender and the addressee, then delete it and any attachments from your system. Internet correspondence is not secure and neither Ritch & Conolly nor the sender accepts responsibility for viruses or other forms of data corruption. It is your responsibility to scan this e-mail and any attachments for viruses. In addition, no contracts may be concluded on behalf of Ritch & Conolly or its clients by e-mail unless expressly stated otherwise and no legal advice provided by e-mail communication should be relied upon without obtaining confirmation of it in writing.

HHG Cayman Ltd
430 West Bay Road
George Town
Grand Cayman
Attention: Mr. Michael Evans

cc. Mr. Michael Wilkings
cc. Ms. Carleene Salmon
cc. Mr. Howard Sitzer

BY HAND & EMAIL: mevans@howardhg.com; michael@howardhg.com;
carleene.salmon@mrgc.ky; howard@howardhg.com

3 February 2017

Dear Sirs/Madam,

**RE: Our clients: Sarah Roman, Derek Bolingbroke and James Stephen
Termination of Employment**

1. We act on behalf of Sarah Roman, Derek Bolingbroke and James Stephen in relation to the recent termination of their employment with the company. Our clients maintain that the company is in breach of contract, and as a consequence, are entitled to 30 days' notice pay each.
2. The purpose of this letter, therefore, is to substantiate our proposals for settlement.

Termination of Employment by Employer

3. We are instructed that Mr. Stephen voluntarily resigned from his position on 28 December 2016 via email as per his contract. We are instructed that Mr. Stephen's resignation was not accepted by the company, and two days later, on 30 December 2016, Mr. Stephen was handed a termination letter. We note that the termination letter appears to suggest that his probationary period was extended (in so far as can be gathered from the content of the letter, although no detail is supplied on the time and/or dates of an extended probation) for *performance* based reasons.

4. Ms. Roman was issued with a termination letter on 31 December 2016. Similar to that of Mr. Stephen, the letter suggests that the reasons for dismissal were *performance* based, as opposed to “serious misconduct” pursuant to section 52 (1) of the Labour Law (2011 Revision). The termination letter also relies on a similar *performance* based reason to that of Mr. Stephen, i.e. an alleged “casual approach” to work.
5. Similarly, Mr. Bolingbroke was issued with a termination letter on 30 December 2016. This termination letter is, coincidentally, word for word the same as that of Ms Roman.

Grounds for Termination of Employment

6. The content of all three termination letters appear to focus on *performance* based reasons as the substantive reason for dismissal, as opposed to “serious” misconduct pursuant to section 52 (1) (a) of the Labour Law.
7. For the avoidance of doubt, section 52 (1) (a) refers to situations within the gamut of serious misconduct where the employee has “*conducted himself in such a manner as clearly to demonstrate that the employment relationship cannot be reasonably expected to continue*”.
8. However, section 52 (1) (a) cannot be relied upon independently of the substantive provision in section 52 (1), i.e. the employee must be guilty of “*serious misconduct*”. To rely upon section 52(1) (a) independently of section 52 (1), would be completely antithetical to the intention of section 52 as a whole.
9. Therefore, in quoting section 52 (1) (a) of the Labour Law (2011 Revision), the termination letters err in law by misconstruing section 52, and are therefore, as a consequence, in flagrant breach of the contractual provisions upon which the termination letters are issued.
10. The fact that Mr. Stephen’s termination letter was issued days after a voluntary resignation, only serves to fuel our suspicion that that the content of his termination letter (in quoting, and misconstruing, section 52 of the law with performance based reasons) was entirely concocted as a means of avoiding paying Mr. Stephen notice pay.

11. Furthermore, our clients are of the opinion that the company has concocted performance based reasons to dismiss all three employees in order to avoid paying 30 days' notice as per the "probationary period" section on page 2 of their contracts of employment.
12. Any alleged conduct and/or behaviour relating to *performance* based issues, are not capable, in all of the circumstances, of amounting to "serious misconduct". Whether an employee's conduct amounts to "gross or serious misconduct" pursuant to s. 52 of the law, raises a mixed question of law and fact. It can be defined however as: a) deliberate wrongdoing; or b) very considerable negligence. We would refer you to, and will rely on the definition of gross misconduct in the decision of *Sandwell and West Birmingham Hospitals NHS Trust v. Westwood* [2009] UKEAT 09 1712.

Contractual Claims

13. Pursuant to the clause entitled "*probationary period*" on page two of our clients' contracts of employment, the company must provide 30 days advance notice, or pay in lieu of notice, where a dismissal occurs *without cause*. The clause reads as follows:

"At any time during this probationary period, HHG may terminate your employment without cause but with 30 days advance notice or pay in lieu of notice. After these payments we would have no further obligation to you, financial or otherwise. In the case of termination with cause HHG will not be required to give advance notice, any payment in lieu of notice or repatriation allowance".
14. It is strenuously denied that our clients are guilty of any behaviour that would amount to the company having cause to dismiss them.
15. The wording of our clients contracts of employment are quite clear; the company may terminate their employment without cause but in doing so *must* provide 30 days advance notice, or pay in lieu of notice.
16. We can, therefore, surmise from the content of all three termination letters, that the company chose to claim that our clients' were dismissed with cause, to avoid paying 30 days' notice pay.
17. As such, our clients maintain that the company is in breach of contract.

Company Expenses

18. We are instructed that Mr. Stephen submitted an expense report to the company (along with original receipts) totaling CI\$1,600-2000, sometime in November 2016. We are further instructed that to date, Mr. Stephen has not received reimbursement for company expenses.
19. Please provide this firm with a copy of the expenses report (including copy original receipts) by return.

CONCLUSION

20. Pursuant to their contracts of employment, our clients are entitled to 30 days' notice pay each, total: CI\$ 12,638.
21. In addition, Mr. Stephen is entitled to an additional payment between CI\$1,600-2000 for company expenses which we are instructed were submitted some time in November 2016. The correct figure will be ascertained upon review of the report.
22. Our clients remain willing to settle this matter on mutually agreeable and amicable terms.
23. In order to bring an expedited conclusion to this matter and to avoid incurring legal fees on both sides for a Summary Court claim for breach of contract, our clients are prepared to accept the sum of **CI\$ 12,638** (plus the precise expenses total incurred by Mr. Stephen) in full and final settlement of all of their contractual claims, providing such sum is accepted by **12 noon on Friday 10 February 2017**.
24. In the event that this proposal is rejected, we have instructions to issue proceedings in the Summary Court. Such proceedings would *inter alia* include a claim for breach of contract and legal costs.
25. In the circumstances, and to avoid unnecessary legal costs, we seek your agreement on the above items at paragraph 20-21.



We look forward to hearing from you.

Yours faithfully,

A handwritten signature in cursive script that reads 'Ritch & Conolly'. The signature is written over a horizontal line. Below the line, the text 'RITCH & CONOLLY' is printed in a serif, all-caps font.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC OF 2017

BETWEEN:

SARAH ROMAN, DEREK
BOLINGBROKE & JAMES STEPHEN

PLAINTIFFS

AND:

HHG CAYMAN LIMITED

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 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

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF PLAINT

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman KY1-1106.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is endorsed on the Plaintiff (i.e. the words "Particulars of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Plaintiff, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Plaintiff, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a plaint served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Plaint)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.