



**No. 1
Plaint**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC_____of 20__

BETWEEN: TAMMY HARRIS

PLAINTIFF

AND DAPHINE KIRCHMAN

DEFENDANT

To the Defendant

Daphine Kirchman
WORC
Mary Street
George Town, 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 495GT, 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 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 Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this day on the 13rd of December 2021

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

On the 17th day of September 2021, Ms. Daphine Kirchman obtained a personal salary guaranteed loan with the assistance of SEB Finance Consulting Cayman from Ms. Tammy Harris in the amount of CI\$1,000.00 with an interest rate of 20% being CI\$200.00 due upon the expiration of the contract being 16th of October 2021.

Accompanying as part of this claim:

1. Copy of Signed contract
2. Debt Calculation worksheet

AND the Plaintiff claims:

- 1 The sum of \$1,966.67.
- 2 Interest in the sum of \$ 100.00 calculated at the prescribed rate from 10th December 2021 to 24th December 2021 being a daily rate of \$6.67.
- 3 Fixed costs of \$ 200.00, Debt collection fee.



Plaintiff's Signature

Plaintiff's address for
service

Office of SEB Group
#3 Dorcy Place, Industrial Park
George Town, Grand Cayman
Phone: 345 623 6630
Collections@sebfinance.com

No. 2
Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between: TAMMY HARRIS PLAINTIFF

AND: DAPHINE KIRCHMAN 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 Plaint is acknowledged accordingly.

Defendant's Signature

Dated this ____ day of _____, 20__

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 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.



Loan Applicant: Daphine Kirchman																							
Loan Amount	1,000.00	Interest Rate	20%	Contract Start date	17-Sep-21	Contract End Date	16-Oct-21	# of Days	30	Days over Expiration	55	Date over Expiration for Forced Collection	10-Dec-21	Contract interest rate	200.00	Daily Rate	6.67	Total Amount Outstanding on Interest and penalty Charges	566.67	Admin Fee	400.00	Grand Total:	1,966.67

Dated this 17th DAY of SEPTEMBER 2021

1322

Lender

and

Daphine A. Kirchman

Borrower

SEB FINANCE CONSULTING CAYMAN
(Administrator)

LOAN AGREEMENT

NEW

ROLL #1

ROLL # 2

THIS AGREEMENT is made the 17th day of SEPTEMBER, 2021

BETWEEN: (1) 1322 ("the Lender");

AND: (2) Daphine A. Kirchman ("the Borrower").

WHEREAS the Lender has agreed to grant a discretionary loan to the Borrower having the repayment thereof with interest at the rate hereinafter mentioned secured or unsecured as mentioned in this agreement hereinafter appearing.

NOW THIS DEED WITNESSES as follows: -

1. Definitions and Interpretation

In this Agreement:

1.1 Unless the context requires otherwise:

"Initial Drawdown Date" means the distribution date of funds

"Indebtedness" means the Principal Sum together with any interest outstanding pursuant to the Shareholder's Agreement at the drawdown date and all other monies and liabilities now or hereafter due, owing or incurred to the Lender by the Borrower under this Agreement.

"Interest" means interest on the Principal Sum at the rate of 20% per cent of the borrowed amount for Cayman Islands Dollars Lending for 30 days and payable in accordance with clause 3.

"Principal Sum" means CI\$ 1000 Interest: 20% X 1000 = \$ 200.00 Total repayment \$ 1,200.00

"Loan Period" means the period of time in calendar years or months that is agreed in this Agreement between the Lender and the Borrower with a set payment schedule as outlined in 4.1 (30 day to end, 16th OCTOBER, 2021).

"Administrator" SEB Finance Consulting Cayman will act as the Administrator for the loan facility and accommodate in the distribution and collection of funds for an administration fee of CI\$100.00 payable on the signing date stipulated above.

1.2 References to the parties hereto include their personal representatives permitted assignees and/or respective successors in title to substantially the whole of their respective undertakings.

1.3 Where any party comprises more than one person the obligations and liabilities of that party under this Agreement shall be joint and several obligations and liabilities of those persons.

1.4 Words importing persons one gender only shall include the other and words importing the singular number only shall include the plural and vice versa;

1.5 Words importing persons include companies and associations or bodies of persons whether corporate or unincorporate;

1.6 References to clauses, schedules and annexes are reference to clauses of, schedules to an annexes to this Agreement;

1.7 References to statutes are, unless otherwise specified, references to statutes of the Cayman Islands, and include any statutory modifications or re-enactments thereof and any regulations promulgated thereunder for the time being in force;

1.8 Clause headings are for convenience only and shall not affect the construction of this Agreement; and

1.9 References to "this Agreement" or to any other documents are references to this Agreement or, as the case may be, such document as from time to time amended, supplemented or restated.

2. Drawdown

The Principal Sum shall be advanced to the Borrower on the date hereof **SEPTEMBER 17th 2021**.

3. Interest

The Borrower shall pay Interest a flat interest amount as stated in **Definition and Interpretation 1.1** at the end or before the term period mentioned in the said section.

4. Repayment

4.1 The Borrower must repay the loan amount in full along with the stated interested amount at the end of the loan period. Should the borrower not able to make the full payment by the stated term period ALL outstanding amounts shall be paid in one monthly installment(s) not to exceed **OCTOBER 16th, 2021**. The Borrower may request a rollover of the principal or reduced principal amount paying the outstanding interest payment for the period and or part of the principal. This request is at the discretion of the Lender. A new contract will be required and the payment of the administration fee to construct the new contract. The originating date of the contract the subsequent date upon the roll will not be changed due to late payment. Late payment is charged on a daily rate basis until payment is made. Late payment is calculated at period interest divided by 30 days multiplied by the number of days outstanding.

4.2 The Borrower shall repay to the Lender on or before the **16th OCTOBER, 2021** the Indebtedness or such portion thereof as remains due and owing thereon.

4.3 The Indebtedness shall become immediately due and payable on demand on the occurrence of any of the following events of default, namely:

a) If the Borrower fails to pay any sum in respect of the Indebtedness when the same becomes due and fails to remedy such failure to pay within one month;

b) If the Borrower is in breach of any term, condition, covenant or provision contained or implied in this Agreement and fails to remedy such breach within one month;

c) If any representation or warranty made to the Lender by the Borrower prior to or at the time of execution of this Agreement is or becomes incorrect or misleading in a material respect;

d) If a petition is presented or an order made or analogous proceedings are taken for making the Borrower bankrupt or if the Borrower dies or becomes of unsound mind;

e) The LENDER has full rights to present this contract to the employer of the borrower in the event that the Borrower default on the payment and demand accommodation from the employer to withdraw all outstanding amounts owed from the next up-coming salary/wage to the borrower, where the borrower is a business owner this contract shall be presented to the courts for forced settlement which may result in liquidation of some or all assets. ALL ASSOCIATED ADMINISTRATIVE EXPENSES FOR THE COLLECTION OF OUTSTANDING FUNDS WILL BE INCLUDED IN THE CLAIM AMOUNT WHICH MAY BE CHARGED ON A TIME SPENT BASIS. The Lender reserves the right to assign an administrator or collection agency licensed to carry out such services in the collection process of debts.

f) If any judgment or order made against the Borrower is not complied with within seven (7) days or if any execution distress sequestration or other process is levied or enforced upon or sued out against any part of the property assets or revenues of the Borrower; or

g) If the Borrower stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay it debts as and when they fall due or if a notice is issued convening a meeting of or the Borrower proposes or enters into any composition or arrangement with its creditors generally or any class of its creditors.

4.4 The Borrower hereby covenants immediately to notify the Lender in writing of the occurrence of any of the events of default specified in clause 4.3 or of the occurrence of any event which with the lapse of time or giving of notice would or might constitute any of the same.

5. Security

It is a term of this Agreement that contemporaneously with the execution of this Agreement; the Borrower executes a Debenture over the fixed and floating assets of the individual or Company as security for the repayment of the Indebtedness. This facility is secured by the confirmation of employment and as such the demand against salary or wage is agreed by the "Borrower". Where the borrower is a business owner this facility is secured by the assets of the business including receivables.

6. No Waiver

Neither the failure nor any delay on the part of the Lender to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privileged preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

7. Assignment

The Borrower may not assign, pledge or transfer any of its shares, rights or obligations under this Agreement without the prior written consent of the Lender; however, such consent shall not be unreasonably withheld.

8. Miscellaneous

8.1.1 If any date for payment of principal or Interest shall fall on a day which is not a business day, then such date shall be deemed to fall on the preceding business day and, for the purpose of this provision, the terms "business day" shall mean a day when banks are open for business in the Cayman Islands.

8.1.2 All payments to be made hereunder and in particular payments of Interest shall be paid free and clear and net of any taxes, deductions and withholdings or any kind whatsoever all such taxes, deductions and withholdings being payable by the Borrower unless the Borrower is obliged by law to make any such deduction or withholding in which event the Borrower will pay to the Lender such additional amount as shall enable the Lender to receive net after all such taxes, deductions or withholdings the amount the Lender would have received in the absence of any such taxes, deductions or withholdings.

9. **Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the Cayman Islands and the Borrowers hereby submit to the jurisdiction of the Courts of the Cayman Islands.

IN WITNESS whereof the parties hereto have executed this Agreement on the day and year first before written.

Signed by LENDER

Witness SEB Finance
Tel: 1345 623 6630
odell@sebfinance.com

Lender: 1322

SEB FINANCE CONSULTING CAYMAN

Signed by BORROWER

Witness SEB Finance
1345 623-6630
odell@sebfinance.com

Borrower: Daphine A. Kirchman
Contact:
Email:

Date: 17-SEP-21

Date: 17/9/21

SEB FINANCE CONSULTING CAYMAN

SEB Finance confirms that the Borrower was made aware and directed to the items of significant importance as the salient points of this agreement name in section 4.3 and the risk associated with this Lender's contract and hereby sign as witness that the Borrower acknowledge the risk by signing this Lender's Contract and initialing the pages.

Cash Paid Out

100 x <u>10</u>	= \$ <u>1,000.00</u>
50 x _____	= \$ _____
25 x _____	= \$ _____

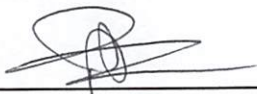
Grand Total: \$ 1,000.00

Received by: Daphine A. Kirchman

Salary Deduction Authorization

I Daphine Kirchman Authorize my place of employment as presented in the required documents by way of pay slip or Job Letter for which was verified by SEB Finance Consulting Cayman being the Administrator for this loan of which I have affixed my signature in full knowledge and acceptance of the terms and condition of this loan. Part of the loan condition is force collection due to my none payment past fifteen days of the expired contract. The procedure of the force collection is to present the contract to my employer being the manager / HR Department or direct owner of the business carrying out the payroll function within the organization.

Signed in acknowledgement of the Forced Collection procedure.



Date: 17/9/21



.....
Witness SEB Finance
1345 623-6630
odell@sebfinance.com

Date: 17-SEPT-21