

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CIVIL DIVISION**

CAUSE NO. 269/2010

**BETWEEN: JOINT HOLDINGS LTD. PLAINTIFF**  
**AND: OFFICEWORX LTD. 1<sup>st</sup> DEFENDANT**  
**AND: MARCUS EBANKS 2<sup>nd</sup> DEFENDANT**  
**AND: REINA EBANKS 3<sup>rd</sup> DEFENDANT**

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**WRIT OF SUMMONS**

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THIS WRIT OF SUMMONS 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 the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106 the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

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

Issued this                      day of July 2010

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

## STATEMENT OF CLAIM

1. The Plaintiff is a company duly incorporated in the Cayman Islands and is in the business of renting commercial units to corporate tenants.
2. The 1<sup>st</sup> Defendant is a company incorporated in the Cayman Islands and has been a tenant of the Plaintiff under three Lease Agreements dated the 26<sup>th</sup> day of October 2005.
3. The 2<sup>nd</sup> Defendant and 3<sup>rd</sup> Defendant respectively are the personal Guarantors of the three Lease Agreements and are Directors and operators of the 1<sup>st</sup> Defendant company.
4. The Plaintiff and 1<sup>st</sup> Defendant company, with the 2<sup>nd</sup> and 3<sup>rd</sup> Defendants entered Lease Agreements to lease commercial units registered at George Town Central Block 14C Parcels 338H1, 338H2, and 338H3. The Agreement specifically references that:
  - 4.1 "The Term " meaning the term of the lease is 5 years
  - 4.2 The expression "The Term" includes any period of holding over or renewal.
  - 4.4 The rent and maintenance sums are due on the 1<sup>st</sup> day of each month and the Tenant shall not seek to exercise any right or claim to withhold rent.
  - 4.5 The Guarantors shall pay the rent or the maintenance fees in the event that the Tenant is in default in payment of the rent or maintenance fees.
5. Pursuant to this Agreement, the First Defendant company have made regular rent payments up to December 2009, after which time they ceased paying rent despite being in occupation of the premises.
6. The First Defendant company continued occupation of the premises until May 12, 2010 when they returned the keys for the premises to the Plaintiff

through their Attorneys-at-Law. The First Defendant company moved its operations from the Plaintiff's premises on or about February 28, 2010 but kept the premises locked and retained keys to the premises as well as posted signs on the inner areas of the front doors advising its customers that they had moved to a new location.

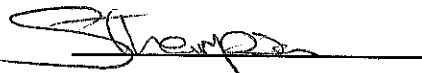
7. The Plaintiff did not therefore have access to the premises until May 12, 2010 and rent payments for the months of January 2010, February 2010, March 2010 and April 2010 and May 2010 are therefore due and owing on units registered at George Town Central Block 14C Parcels 338H1, 338H2 and 338H3.
8. After the Plaintiff had access to the premises, inspections were then made to the relevant units and it was discovered that there were several areas where damage was done to the premises, most notably the walls to the interior of the premises and the exterior of the premises occasioned by removal of a large sign in excess of six feet in width.
9. The Plaintiff has suffered damages and loss as a result of the actions of the First Defendant company.
10. The Plaintiff attempted to have discussions with the Second Defendant, who is a Director of the First Defendant company on the matter of the breaches of lease and arrears while the First Defendant was still in occupation of the premises but these discussions were unhelpful as they culminated in a letter from the First Defendant company stating that they would only be prepared to pay rent for January 2010 and February 2010 as at March 12, 2010.
11. The Plaintiff therefore made formal demand through their Attorney-at-Law on March 23, 2010 and the First, Second and Third Defendants have responded through their Attorneys-at-Law denying liability for rent or damage to the premises.

12. The amounts owing to the Plaintiff for the relevant premises on account of rent due and owing for the period January 1, 2010 to May 2010 is a total of CI\$44,730.00 and repairs which were required to the premises as a result of the acts of the First Defendant and its agents is CI\$ 1,250.00.
13. The Plaintiff therefore claims a principal amount of CI\$45,980.00 and interest on the principal amount at the rate of 10% per annum from January 1, 2010 and continuing until all sums paid to the Defendant is repaid in full. The First and Second Plaintiff also claims costs on an indemnity basis.

AND THE PLAINTIFF CLAIMS:

1. The sum of CI\$45,980.00
2. Interest on the principal at the rate of 10% per annum, at compounded interest, from January 1, 2010 until the date of judgment.
3. Interest on the principal at the rate of 10% per annum, at compounded interest, from date of judgment until payment in full to the Plaintiff.
4. Costs on an indemnity basis
5. Such further and other relief as this Honourable Court deems fit.

Dated this 22<sup>nd</sup> day of July 2010



Stacy Thompson  
Attorney-at-Law for the Plaintiff

This Writ of Summons and Statement of Claim are issued by Stacy Thompson, Attorney-at-Law for and on behalf of the Plaintiff, whose address for service is Unit C2, Cayman Centre, George Town, Grand Cayman, Cayman Islands. Tel: 345 747-4279.

## INDORSEMENTS TO WRIT OF SUMMONS

### DEBT OR LIQUIDATED DEMAND

The amount claimed in respect of the debt or liquidated demand is \$52,491.45 Cayman Islands Dollars and is comprised as follows:

Principal	\$45,980.00
Interest	\$2,351.65
Legal Fees	\$3,500.00
Filing fee for Writ of Summons	\$ 200.00
Ad Valorem Fee	\$ 359.80
Service of Writ of Summons	\$100.00

If, within the time limited for acknowledging service of this Writ of Summons, the Defendant pays the total amount of \$52,491.45 to the Plaintiff or the Plaintiff's Attorney-at-Law, further proceedings will be stayed.