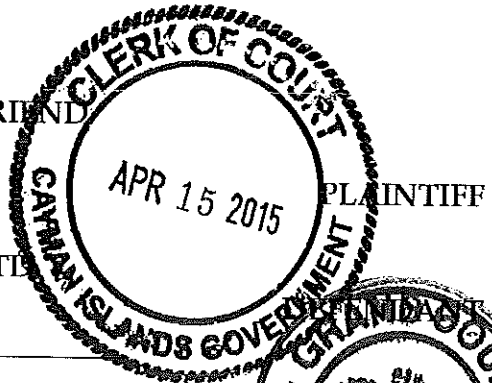


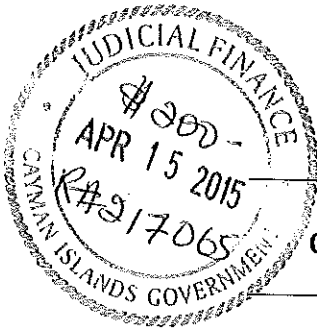
IN THE MATTER of Order 80, Rules 11 - 12 of the Grand Court Rules

BETWEEN:

DENIEL WATSON
(SUING BY HER NEXT FRIEND)
DENISE WATSON



AND:



RM RESTAURANT LTD

ORIGINATING SUMMONS



LET THE DEFENDANT of Harbour Place, 2nd Floor, 103 South Church Street, George Town, Grand Cayman, attend before the Judge in Chambers at the Law Courts, George Town, Grand Cayman on the ____ day of _____, 2015 at _____ o'clock in the _____ noon on the hearing of an application on behalf of the Plaintiff of 65 Smith Road Villas, George Town that:

1. The terms of the Deed of Release annexed hereto be approved by the Court on behalf of the Plaintiff, and the Plaintiff's Next Friend is authorized to execute the Deed of Release;
2. It be directed that settlement sum referred to at clause 2.2 of the Deed of Release be paid by the Defendant to the Plaintiff's next friend in respect of monies paid or expenses incurred for or on behalf or for the benefit of the Plaintiff (to include legal costs) and that the balance be held by the Plaintiff's best friend for the benefit of the Plaintiff; and
3. There be no order as to costs

AND LET THE DEFENDANT within 14 days after service of this summons on him counting the day of service, return the accompanying Acknowledgment of Service to the Courts office

Dated this 15th day of April, 2015



Nelson & Company

Attorneys at Law for the Plaintiff

NOTES:-

- (1) This Summons 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 above date unless renewed by order of the Court.
- (2) If a defendant does not attend personally or by his attorney at the time and place-mentioned such order will be made as the Court may think just and expedient

IMPORTANT

Directions for Acknowledgment of Service are given with accompanying form

This Originating Summons was issued by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiff whose address for service is 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS**

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 495G, George Town, Grand Cayman.

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. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. 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 Originating Summons)".
5. 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.
6. 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.
7. 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.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN:

DENIEL WATSON (SUIING BY HER NEXT FRIEND DENISE WATSON)

PLAINTIFF

AND:

RM RESTAURANT LTD

DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF ORIGINATING SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

yes

no

Service of the Originating Summons is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered principal office.

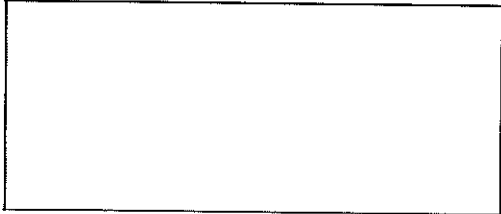
Please complete overleaf

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

Nelson & Co
31 The Strand
PO Box 2075
KY1-1105

Tel: (345) 949 9710
Fax: (345) 945 2188

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.



IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2015

AND IN THE MATTER of Order 80, Rules 10 - 12 of the Grand Court Rules

BETWEEN:

DENIEL WATSON
(SUING BY HER NEXT FRIEND
DENISE WATSON

PLAINTIFF

AND:

RM RESTAURANT LTD

DEFENDANT

ANNEX TO ORIGINATING SUMMONS



31 The Strand
P.O. Box 2075
Grand Cayman KY1-1105
CAYMAN ISLANDS
T: (345) 949-9710
F: (345) 945-2188
E: info@nellaw.com
W: www.nellaw.com

Attorneys-at-Law

Our Ref: 4344-55
Writer's email: ndixey@nellaw.com

By Hand

10 April 2015

The Clerk of the Court
Judicial Administration
Edward Street / Albert Panton
George Town
PO Box 495
Grand Cayman
KY1-1106

Dear Ms Philander

RE: Deniel Watson (Suing by her Next Friend Denise Watson) v RM Restaurant Ltd

Please find enclosed an originating summons to issue pursuant to GCR 0.80 r11.

Please accept this correspondence for the Court file as our certification, pursuant to GCR 0.80 r3 (6) (e), that we believe that Denise Watson is the mother of Deniel Watson by reference to Denise Watson's driving licence and Deniel Watson's birth certificate. We are satisfied that Denise Watson is acting in the best interests of her daughter in proceeding in this claim on her behalf.

We also enclose a copy of Denise Watson's "Consent to Act" pursuant to GCR 0.80 r3 (6) (a).

Yours sincerely

For and on behalf of Nelson & Co

Nicholas Dixey

Enc

DEED OF RELEASE

This Deed of Release is made this day of 2015

BETWEEN

Deniel Watson (by her Next Friend Denise Watson) (the "Releasor")

AND

RM Restaurant Ltd (the "Company") (together the "Parties")

WHEREAS

- 1) The Releasor sustained a laceration on her left foot on the Company's premises at Margaritaville, Harbour Drive, George Town, Cayman Islands on 30 November 2013 (the "Incident") and notified the Company of same, seeking damages and costs and such further and other relief as may be agreed between the parties arising out of the Incident; and
- 2) The Company and its loss adjuster, Crawford (Jamaica) Limited have acknowledged receipt of the Releasor's notice along with the receipts in respect of the medical expenses occasioned to date; and
- 3) Negotiations have been held between the Parties to discuss settlement of the Claim a settlement was arrived at on 6 February 2015.

IT IS AGREED THAT:

1. Definitions and Interpretations

"The Claim" means all the Releasor's complaints and/or proceedings and/or claims and/or all possible existing, contingent, or potential claims for loss, damage and expenses allegedly incurred by the Releasor and any interest thereon, and Attorney's costs, and all claims, action or proceedings arising from the Incident.

"The Effective Date" means the date upon which this Deed is executed and delivered;

"The Company" means RM Restaurant Ltd its respective servants, agents and all other associated entities and/or associated persons and/or insurers

2. Terms of Settlement

- 2.1 The Releasor has agreed that in consideration of the payment of the sum of CI\$10,000.00 to be paid to the Releasor in full and final satisfaction of the Claim and that the Claim shall be wholly discontinued and discharged as against the Company.
- 2.2 In pursuance of the said agreement and in consideration of the sum of CI\$10,000.00 paid to the Releasor, the Releasor HEREBY RELEASES and DISCHARGES the Company from the Claim.
- 2.3 The Releasor HEREBY AGREES AND COVENANTS WITH the Company that the Releasor will indemnify and hold harmless the Company from the Claim or anything in any way relating thereto or arising therefrom and/or as a result of the execution of this Release.
- 2.4 The Releasor HEREBY acknowledge that she has read this agreement in its entirety, sought legal advice thereon from her Attorneys-at-Law, and fully understands the terms and implications of same and has signed it freely and voluntarily.
- 2.5 The Releasor authorised the payment over of the said CI\$10,000 to their Attorneys-at-Law, Nelson & Co., in full and final satisfaction of the Claim against the Company.
- 2.6 The Releasor will apply for all the necessary court permissions relating to this settlement.

3. Applicable Law and Jurisdiction

- 3.1 This Deed shall be construed and governed according to the Laws of the Cayman Islands.
- 3.2 The Grand Court of the Cayman Islands shall have sole and exclusive jurisdiction over any dispute which may arise out of or in connection with this deed
- 3.3 The Parties submit irrevocable to the jurisdiction of the Grand Court of the Cayman Islands.

4. Counterparts

- 4.1 This Deed of Release may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument. Any party to this Deed may enter into this Deed by executing any such counterpart.

This Deed has been executed as a Deed and is delivered and takes effect on the day and year first written above

SIGNED AS A DEED and **DELIVERED** by

DENIEL WATSON

(BY HER NEXT FRIEND DENISE WATSON) _____

In the presence of:

Name of Witness: _____

Address of Witness: _____

SIGNED AS A DEED and **DELIVERED** by

authorized to execute this Deed for

and on behalf of RM Restaurants Ltd _____

In the presence of:

Name of Witness: _____

Address of Witness: _____
