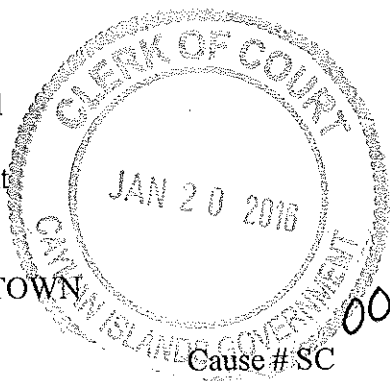


No. 1

Plaint



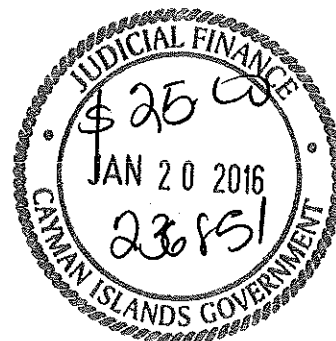
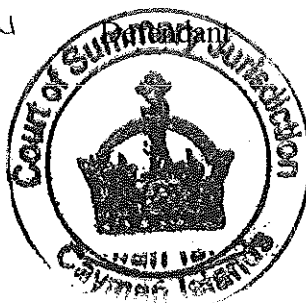
IN THE SUMMARY COURT AT GEORGE TOWN

Cause # SC 0015 of 2016

BETWEEN JHANINE ALIYA DUNSTAN Plaintiff

AND: LANISIA McLAUGHLIN

To the Defendant



Heath City Cayman Islands
1283 Seaview Road
EAST END Grand Cayman

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 the service of this Plain 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, 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 Acknowledgment of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgment 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 ⁰⁴20 day of January 2016

See overleaf for particulars of the Plaintiff's claim.

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the defendant is indebted to him or is liable to pay damaged to him)

Please see documents attached

AND the Plaintiff claims:

1. The sum of \$9,305.00 please see attached for breakdown
2. Interest in the sum of _____ calculated at the prescribed rate from April 8 15 to date.
3. Fixed costs of \$ 150.00, alternatively costs to be assessed.

Autan

Plaintiff's signature

Plaintiff's address for service

P.O. Box 31425
GRAND CAYMAN
KY1-1206
CAYMAN ISLANDS

Particulars of Claim

Cause# SC0015 of 2016

1. Defendant agreed to take over lease to own agreement signing a contract agreeing to repay the Plaintiff of all equity injected into the property towards the purchase
2. On April 5th 2015 the Defendant signed agreement stating monthly payments of \$200 to be made to plaintiff by the 15th of each month until sum was paid off and before purchase of property completed
3. On October 15th 2015 payment failed to have been made by the Defendant
4. On October 20th 2015 and October 21st 2015 Plaintiff reached out to the Defendant via text message however there was no response or acknowledgement of message
5. No payments were received in November 2015
6. On December 4th Defendant was served with letter requesting outstanding payments to be made and advising that should no action take place within 14 days of receipt further legal action would take place
7. On December 15th 2015 Defendant responded to letter stating that she would be working on paying off the outstanding monies
8. To date no correspondence nor payments have been received from the Defendant

Plaintiff Claims

1. All outstanding fees as agreed in the contract and noted in the payment log (attached) - \$7,950.00~~8~~
2. Late fees incurred as agreed in contract, to date - \$1,005.00
3. Legal fees incurred to date - \$350.00
4. Assessment of costs

LEASE AGREEMENT WITH OPTION TO PURCHASE ADDENDUM

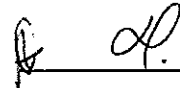
This Lease Agreement With Option to Purchase Addendum ("Addendum") attached to and for all purposes made a part of the Lease Agreement With Option to Purchase ("Lease/Option") dated May 5th 2014, by and between the following parties: J. ALIYA DUNSTAN, hereinafter referred to as the Assignor; LANISIA MCLAUGHLIN, hereinafter referred to as Assignee/ Tenant/Buyer; and DANIELLE MARTINEZ-GIBSON, hereinafter referred to as the Landlord/Seller as it relates to #54 CHIME STREET, APARTMENT #13, SPOTTS RETREAT as more fully described as follows: BLOCK AND PARCEL NO 28B 229H13, hereinafter referred to as the "Property".

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, it is hereby agreed as follows:

1. The assignor assigns to the assignee, who accepts the Lease/Option, a copy of which is attached hereto.
2. The assignment will take effect on: February 1st 2015.
3. The security deposit shall be transferred to the Assignee and be subject to the terms and conditions noted in the Lease/Option agreement.
4. The Assignee/ Tenant/Buyer accepts the Property "as is" on the date of execution of this Amendment Assignee/ Tenant/Buyer shall remain liable for any damages beyond normal/natural wear and tear incurred by the assignor pursuant to the lease agreement at such Property.
5. The Assignee/Tenant/Buyer agrees to pay the Landlord/Seller, the sum of CI \$1500 per month, as rent for the Property, for the term of this Lease/Option, and during any extension thereof. All rental payments shall be due and payable in advance of the 5TH day of each and every month to Fidelity Bank Account #: 20114708, with the next payment being due on or before February 5th 2015. An amount equal to CI \$950.00 for each month in which rent is paid on time shall be credited to the purchase price, down payment, closing costs and/or acquisition costs of the Property should the Assignee/Tenant/Buyer exercise the option to purchase.

All other terms and covenants of the original Lease Agreement With Option to Purchase shall remain in full force and effect.

In the event the terms of this addendum conflict with any of the terms of the Lease/Option agreement the terms of this Addendum shall take precedence over any other agreements.




Assignee/ Tenant/Buyer

IN WITNESS WHEREOF the parties hereto, have set their hands to this Lease/Option on this 21 day of January 2015.



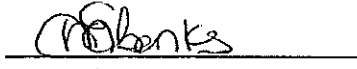
Assignor




Witness



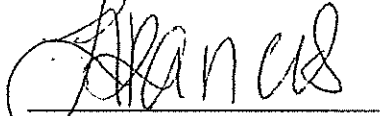
Assignee/ Tenant/Buyer




Witness



Landlord/Seller



Witness




Assignee/ Tenant/Buyer

LEASE OPTION AGREEMENT

This LEASE AGREEMENT WITH OPTION TO PURCHASE REAL ESTATE (hereinafter referred to as the Lease/Option) is made on this 5 day of MAY 2014, by and between the following parties: ALIYA DUNSTAN, located at 20 BRIGHT COAST, BOOBOO TRD CAMMUS ISLANDS, hereinafter referred to as the Tenant/Buyer; and DANIELLE MARTINEZ-GIBSON, located at #54 CHIME STREET, APARTMENT #13, SPOTTS RETREAT, hereinafter referred to as the Landlord/Seller.

In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

1. **DESCRIPTION:** The Landlord/Seller agrees to lease, and the Tenant/Buyer agrees to rent the real property and improvements, located at: #54 CHIME STREET, APARTMENT #13, SPOTTS RETREAT as more fully described as follows: BLOCK AND PARCEL NO 28B 229H13, hereinafter referred to as the "Property".
2. **TERM:** The term of this Lease/Option shall be for a period of 24.5 months commencing on MAY 15TH, 2014, and ending on MAY 31ST, 2016. The term will be automatically extended for a period of 12 months, unless the Tenant/Buyer gives 60 day written notice to the Landlord/Seller of its intent to terminate this Lease/Option, by emailing the following address: DANIELLEMGIBSON@GMAIL.COM of the Landlord/Seller, or until such time as Tenant/Buyer exercises its option to purchase the Property. Liability for payment will not extend beyond notice to terminate this agreement.
3. **POSSESSION:** Possession shall be delivered by keys and physical possession given to the Tenant/Buyer on MAY 15TH, 2014.
4. **RENT:** Tenant/Buyer agrees to pay the Landlord/Seller, the sum of CI \$1500 per month, with the first payment being prorated for the sum of CI \$750 beginning, MAY 15TH, 2014 as rent for the Property, for the term of this Lease/Option, and during any extension thereof. All rental payments shall be due and payable in advance of the 5TH day of each and every month to **Fidelity Bank Account #: 20114708**. An amount equal to CI \$950.00 for each month in which rent is paid on



Tenant/Buyer
Initials

time, shall be credited to the Tenant/Buyer and applied to the purchase price of the Property in the event that the Tenant/Buyer exercises its option hereunder. No credit is earned for late payments.

5. **OPTION TO PURCHASE:** The Tenant/Buyer, as part of the consideration herein, is hereby granted by the Landlord/Seller the exclusive right, option, and privilege of purchasing the Property at any time during the term of this Lease/Option or any extension thereof.


OPTION CONSIDERATION: As consideration for this Lease/Option, the Buyer/Tenant shall pay the Landlord/Seller a non-refundable fee of CI \$1600, receipt of which is to be made in 4 installments to Fidelity Bank Account #: 20114708 on or in advance of:

- MAY 15TH 2014;
- JUNE 5TH 2014;
- JULY 5TH 2014;and
- AUGUST 5TH 2014

in the amount of CI \$400 and acknowledged by the Landlord/Seller in writing.

CI \$1500 will be credited to the purchase price at closing if the Buyer/Tenant timely exercises the option to purchase, provided that the Buyer/Tenant: (a) is not in default of the Lease Agreement, and (b) closes the conveyance of the Property. The Landlord/Seller shall not refund the fee if the Buyer/Tenant defaults in the Lease Agreement, fails to close the conveyance, or otherwise does not exercise the option to purchase.

6. **LATE CHARGES:** In the event that the rent, the deposit and/or any expenses incurred by the Tenant/Buyer is not received prior to 11:59 p.m. on the date specified, regardless of the cause, a late fee of CI\$15.00 per day will be charged.
7. **DEFAULT AND LIQUIDATED DAMAGES:** Tenant/Buyer acknowledges that she has a legal obligation to pay her rent on time each and every month regardless of any other debts or responsibilities she may have. The Tenant/Buyer agrees that she will be fully liable for any back rent owed. If the Tenant/Buyer fails to pay the rent or any other charge required to be paid by the



Tenant/Buyer
Initials


Tenant/Buyer, or if the Tenant/Buyer breaches any of the terms of this Lease/Option or any rules set out herein or any property By-Laws, the Landlord/Seller may serve a notice in accordance with Section 56 of the Registered Land Law (2004 Revision) (as amended) on the Tenant/Buyer. Should Tenant/Buyer default on this agreement, Landlord/Seller shall keep all monies paid as liquidated damages.

8. COVENANTS OF TENANT/BUYER: Commencing with entering the term of this agreement, including extensions, the Tenant/Buyer hereby covenants and agrees as follows:


- a. That the Tenant/Buyer will pay all utility charges, including but not limited to: cable, internet, phone, water and electric, which may be assessed or charged against the Property.
- b. That the Tenant/Buyer will not use the Property for any unlawful purpose; and that the Tenant/Buyer will obey and comply with the terms and conditions set out in this Lease/Option, all laws, ordinances, rules of occupancy set out herein for the Property, regulations, requirements and orders, the Landlord/Seller, local governmental authorities, strata and Property by-laws (addendum #1) set out for the Property and the subdivision on which the Property is located.
- c. That the Tenant/Buyer will surrender and deliver up the Property, at the end of the term or any extensions thereof, should the option herein not be exercised, in as good order and condition as the same now exists, reasonable use and natural wear and tear excepted.

9. COVENANTS OF THE LANDLORD/SELLER: The Landlord/Seller hereby covenants and agrees as follows:

- a. That the Tenant/Buyer is entitled to the quiet enjoyment of the Property without any interference or interruption by Landlord/Seller or its representatives provided all rents and deposits are current and Tenant's/Buyer's obligations are being fulfilled in full.

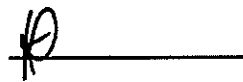

Tenant/Buyer
Initials

10. **COSTS OF IMPROVEMENTS:** In the event the Tenant/Buyer exercises the option to purchase set forth in paragraph 5, above, and through no fault of the Tenant/Buyer, the Landlord/Seller fails to convey said Property to Tenant/Buyer in accordance with the terms of this Lease/Option, the Tenant/Buyer, in addition to any other rights which Tenant/Buyer may have in law or equity for the enforcement of Tenant/Buyer's option to purchase, shall be entitled to reimbursement for the cost of all repairs, maintenance, and improvements.
11. **FURTHER ENCUMBRANCES:** The Landlord/Seller shall not lease to any other third party, nor assign, sell, option, transfer, pledge, or otherwise convey any or all rights or interests had by Landlord/Seller in the Property or in this Lease/Option. Violation of this paragraph shall be considered a material breach of this Lease/Option. The Landlord/ Seller further agrees to keep all mortgages, liens, or other encumbrances on the Property, current and in good standing, Tenant/Buyer shall have the right to make payment on same in the event that Landlord/Seller becomes delinquent or otherwise defaults on such payments, and Tenant/Buyer may at its option either reduce its monthly rent in the amount of the payments, or subtract the amount of the payments from the balance due to the Landlord/Seller at closing of the sale of the Property.
12. **RIGHT OF ASSIGNMENT:** The Tenant/Buyer may not sublet the Property, and/or assign, sell, transfer, pledge, or otherwise convey any or all rights or interest which the Tenant/Buyer may have in the Property or in this Lease/Option. Any such assignments will not release original Tenant/Buyer from any and all liability and will not substitute assignee in his/her or its place.
13. **ANIMALS:** Small animals shall be permitted to live in the Property with written permission from the Landlord/Buyer.
14. **TENANT/BUYER INSURANCE:** No rights of storage are given with this Lease/Option. The Landlord/Seller will not be liable for any loss of Tenant's/Buyer's property. The Tenant/Buyer hereby acknowledges this and agrees to make no such claims for any losses or damage against the Landlord. The Tenant/Buyer agrees to purchase insurance for the contents within the Property, at her own expense, sufficient to protect herself and her property from fire, theft,


Tenant/Buyer
Initials

burglary, breakage, electrical connections etc. She acknowledges that if she fails to produce such insurance, it is her responsibility and she alone shall bear the consequences.

15. **LANDLORD/SELLER INSURANCE:** The Tenant/Buyer agrees not to do or permit or suffer anything whereby the Landlord's/Seller's policy or policies of insurance in or upon the Property against fire or any other risk may become void or void-able or whereby the premium thereon may be increased and to repay the Landlord/Seller all sums paid by the Landlord/Seller by way of increased premium and all reasonable expenses incurred by the Landlord/Seller in or about any renewal or such policy or policies or any other expenses or charges incurred by the Landlord/Seller rendered necessary by reason or breach or non-observance of the provisions of this clause.
16. **INDEMNIFICATION:** Landlord/Seller shall not be held liable for any damages or injury to Tenant/Buyer, or any other person, occurring on the Property or any part thereof. Tenant/Buyer agrees to indemnify, defend and hold Landlord/Seller harmless in any way relating to Tenant's/Buyer's occupancy from any and all claims, damages, expenses, and liabilities of any nature whatsoever with the Tenant's use or involvement at the Property. The Tenant's/Buyer's shall be responsible for obtaining personal insurance to protect her personal property and liability.
17. **STAMP DUTY:** Tenant/Buyer agrees to pay any stamp duty and registration fees that may become due on this Lease/Option.
18. **MAINTENANCE AND REPAIRS:** The Tenant/Buyer accepts the Property "as is" on the date of execution of this Lease/Option except for items listed in paragraph 21. As of the effective date, the Tenant/Buyer shall be responsible for all maintenance and repair upon the interior of the said Property, The Tenant/Buyer shall have the right to make such repairs, maintenance, and improvements as Tenant/Buyer shall deem necessary, proper or desirable. The Tenant/Buyer shall pay the costs of all such improvements, except that of any electric, plumbing, heating or cooling system that is not in workable condition at the inception of this Lease/Option will be repaired by the Landlord/Seller at its expense within sixty (60) days notice from Tenant/Buyer. If the Landlord/Seller refuses to make such repairs, Tenant/Buyer will have the option of either voiding this agreement by written notice to the Landlord/Seller or


Tenant/Buyer
Initials


making such repairs and, (a) receiving a reimbursement from the next monthly payment or payments due the Landlord/Seller or, (b) receiving a credit against the purchase price plus.

19. **STRUCTURAL AND NONSTRUCTURAL CHANGES:** Tenant/Buyer, at its own expense, may make nonstructural changes to the interior of the said Property (i.e.. revisions to interior decor, carpeting, painting, wall covering, etc.) provided that the value of the Property shall not be diminished thereby. No structural changes are to be made without written approval from the Landlord /Seller or upon closing of the sale of the Property.

20. **BINDING AGREEMENTS:** The parties hereto agree that this Lease/Option comprises the entire agreement of the parties and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Lease/Option may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Lease/Option other than what is expressly written herein. This Lease/Option shall be binding upon the parties, their heirs, executors, administrators, or personal representatives.

21. **SPECIAL PROVISIONS:** The Landlord/Seller will complete the following by _____ or this Lease/Option will become null and void and all monies paid by Tenant/Buyer will be immediately refunded by Landlord/Seller or, at Tenant/Buyer's option, Tenant/Buyer may accept the Lease/Option and completed the items listed below, and the cost of same will be recovered as provided for in paragraph 18:

- a) Hole in sheet rock at top of the stairs
- b) Damaged Blind



Tenant/Buyer
Initials

OPTION PURCHASE TERMS


22. **PRICE AND TERMS:** The Tenant/Buyer agrees to pay for said Property the sum of TWO HUNDRED THOUSAND DOLLARS (CI \$200,000), less any sums for which the Tenant/Buyer is entitled to claim as reimbursement or offset in accordance with this Lease/Option; the net sum to be paid in cash, certified check, or bank draft at closing.
23. **INCLUDED IN THIS PURCHASE:** The Property shall also include all land, together with all improvements thereon, all appurtenant rights, privileges, easements, buildings, fixtures, heating, electrical, plumbing, air conditioning fixtures and facilities, blinds, awnings, affixed mirrors, wall-to-wall carpeting, stair carpeting, built-in kitchen appliances, bathroom fixtures, landscaping and shrubbery, and refrigerator. The Property shall also include the following items:

Living and dining room:

- 2 bar stools
- 1 Dining room table with 4 chairs
- 1 L shape sofa
- 1 Round center table with 4 stools
- 1 Round accent sofa
- 1 Black compact computer desk
- 1 Silver and beige decorative standing lamp

Guest room:

- 1 Full bed
- 1 Bedside table
- 1 Dresser
- 1 Chester drawer




Tenant/Buyer
Initials

Master bed and bathroom:

- 1 Queen bed
- 2 Bedside tables
- 1 Dresser
- 1 Space saver/shelving
- 1 Towel Hanger

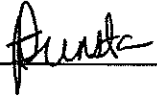
24. **TITLE:** The Landlord/Seller shall convey marketable title to the Property with the above described inclusions, by General Warranty Deed free, clear, and unencumbered except existing mortgages, restrictions, and easements of record.
25. **CLOSING:** The deed shall be delivered and the purchase money shall be paid at a time and place of Tenant/Buyer's choice, no later than 90 days after notification to the Landlord/Seller of the Tenant/Buyer's exercise of the option.
26. **LEGAL:** In the event that any legal proceeding is brought to enforce any right or obligation under this Lease/Option, the parties each agree the prevailing party shall recover its reasonable court costs and attorney fees from the non-prevailing party.
27. **LAWS:** This Lease/Option shall be construed in accordance with the Laws of the Cayman Islands.
28. **DEFINITIONS:** In this Lease/Option where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing persons and all references to persons shall include corporations and firms and vice versa.


Tenant/Buyer
Initials


IN WITNESS WHEREOF the parties hereto, have set their hands to this Lease/Option on this ____ day of MAY 2014.



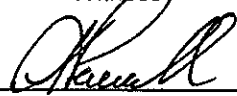
Landlord/Seller




Tenant/Buyer



Witness



Witness



Tenant/Buyer
Initials

EQUITY PAYMENT RELEASE AGREEMENT

This EQUITY PAYMENT RELEASE AGREEMENT is made on this ^{5th} day of ~~MARCH~~ ^{APRIL} 2015, by and between the following parties: LANISIA MCLAUGHLIN, located at #54 CHIME STREET, APARTMENT #13, SPOTTS RETREAT GRAND CAYMAN, hereinafter referred to as the Buyer; and J. ALIYA DUNSTAN, located at #20 BRIGHT COURT, BODDEN TOWN, GRAND CAYMAN, hereinafter referred to as the Lender.

In consideration of the mutual promises and covenants herein, the parties hereby agree as follows:

1. **DESCRIPTION:** The Lender agrees to signing over equity invested within the property being occupied by the Buyer on the understanding of the Buyer having intent of purchasing the unit located at: #54 CHIME STREET, APARTMENT #13, SPOTTS RETREAT as more fully described as follows: BLOCK AND PARCEL NO 28B 229H13, hereinafter referred to as the "Property". Equity invested is CI \$9,850.
2. **TERM:** The term of this AGREEMENT will coincide with the ADDENDUM TO CHIME STREET #13 LEASE AGREEMENT made by DANIELLE MARTINEZ-GIBSON and LANISIA MCLAUGHLIN which commenced on FEBRUARY 1st 2015 and is scheduled to be completed on MAY 31st, 2016. The Landlord of the Property will be notified of the completion of payments to facilitate the closing of the sale.


Buyer Initials

3. **PAYMENT:** Buyer agrees to pay the Lender, the minimum sum of CI \$200 per month, as equity for the Property, for the term of this AGREEMENT, and during any extension thereof. All equity payments shall be due and payable in advance of the 15TH day of each and every month to Butterfield Bank Account #: 1361352540015. An amount equal to paid CI amount for each month which is paid on time, shall be credited and noted to the Seller that it may be applied to the purchase price of the Property in the event that the Buyer exercises its option hereunder. No credit is earned for late payments. Lender acknowledges payment of KYD \$300 made in January which has been applied to the balance.
4. **LATE CHARGES:** In the event that the payment is not received prior to 11:59 p.m. on the date specified, regardless of the cause, a late fee of CI\$25.00 per day will be charged.
5. **BINDING AGREEMENTS:** The parties hereto agree that this EQUITY PAYMENT RELEASE AGREEMENT comprises the entire agreement of the parties and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This EQUITY PAYMENT RELEASE AGREEMENT may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this EQUITY PAYMENT RELEASE AGREEMENT other than what is expressly written herein. This

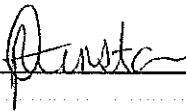


Buyer Initials

EQUITY PAYMENT RELEASE AGREEMENT shall be binding upon the parties, their heirs, executors, administrators, or personal representatives.

6. **LAWS:** This EQUITY PAYMENT AGREEMENT shall be construed in accordance with the Laws of the Cayman Islands.

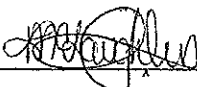
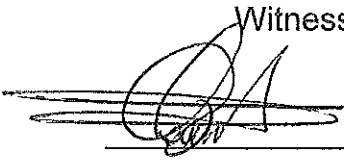
7. **DEFINITIONS:** In this EQUITY PAYMENT AGREEMENT where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing persons and all references to persons shall include corporations and firms and vice versa.

IN WITNESS WHEREOF the parties hereto, have set their hands to this EQUITY PAYMENT RELEASE AGREEMENT on this 5th day of ~~MARCH~~ APRIL 2015.

 _____  _____

Lender

Witness

 _____  _____

Buyer

Witness

 _____
Buyer Initials



J. Aliya Dunstan <jhaliyad@gmail.com>

Equity Payment Agreement

1 message

J. Aliya Dunstan <jhaliyad@gmail.com>

Sat, Apr 11, 2015 at 11:12 AM

To: "lanisia.mclaughlin@healthcity.ky" <lanisia.mclaughlin@healthcity.ky>, "laniemclaughlin4@icloud.com" <laniemclaughlin4@icloud.com>, Lanie McLaughlin <laniemclaughlin4@hotmail.com>

Hi Lanie,

Trust all is well.

Attached is the agreement signed by both of us and witnessed by Desmond Chambers for your records.

Couple things that I would like to confirm:

1. February payment is applied to the water heater - please provide copy of invoice ASAP
2. March payment - this has yet to be formally communicated with me as to the status and I have requested an update on this. Therefore it remains outstanding and should be paid.
3. April payment is due on Wednesday, April 15th.

Please let me know if you have any questions. As agreed prior, communication is key therefore if something comes up please let me know beforehand.

Thank you much and keep in touch!

-

Aliya

 **Equity Payment Agreement - signed.pdf**
2161K



J. Aliya Dunstan <jhaliyad@gmail.com>

Equity Payment Log as of July 3 2015

4 messages

J. Aliya Dunstan <jhaliyad@gmail.com> Fri, Jul 3, 2015 at 10:24 AM
To: "laniemclaughlin4@icloud.com" <laniemclaughlin4@icloud.com>, Lanie McLaughlin <laniemclaughlin4@hotmail.com>, "lanisia.mclaughlin@healthcity.ky" <lanisia.mclaughlin@healthcity.ky>

Hi Lanie,

Please see updated payment log for your records.

Aliya

 **#13 Chime St Equity Payment Log - 3.7.15.pdf**
227K

J. Aliya Dunstan <jhaliyad@gmail.com> Fri, Jul 3, 2015 at 10:31 AM
To: "laniemclaughlin4@icloud.com" <laniemclaughlin4@icloud.com>, Lanie McLaughlin <laniemclaughlin4@hotmail.com>, "lanisia.mclaughlin@healthcity.ky" <lanisia.mclaughlin@healthcity.ky>

Correct version attached.

Please confirm when the Ma late fee balance will be received this month. thank you

On Fri, Jul 3, 2015 at 10:25 AM J. Aliya Dunstan <jhaliyad@gmail.com> wrote:

Hi Lanie,

Please see updated payment log for your records.

Aliya

 **#13 Chime St Equity Payment Log - 3.7.15.pdf**
227K

Lanisia <lanisia.mclaughlin@healthcity.ky> Fri, Jul 3, 2015 at 3:03 PM
To: "J. Aliya Dunstan" <jhaliyad@gmail.com>

Good Afternoon,

I just came from the Bank and this is still dragging out as this is my fault this happened I have deposited \$400 today \$200 rest of the late fee and the other \$200

July payment. I will wats app you the pic of the deposit.

When I look at the Equity sheet it says apply is \$900 can you double check that

Please.

Lanisia Mclaughlin

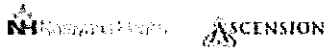
Front Office Manager

1283 Sea View Road, P.O. Box 10590, Grand Cayman KY1-1005, Cayman Islands

t 345-640-4205 m 345-526-2107 w 640-4040

e lanisia.mclaughlin@healthcity.ky

HEALTH CITY III 1283 Sea View Road, P.O. BOX 10590
 Cayman Islands III Grand Cayman KY1-1005, Cayman Islands
 www.healthcitycaymanislands.com



From: J. Aliya Dunstan [mailto:jhaliyad@gmail.com]
Sent: Friday, July 03, 2015 10:32 AM
To: laniemclaughlin4@icloud.com; Lanie McLaughlin; lanisia.mclaughlin@healthcity.ky
Subject: Re: Equity Payment Log as of July 3 2015

Correct version attached.

Please confirm when the Ma late fee balance will be received this month. thank you

On Fri, Jul 3, 2015 at 10:25 AM J. Aliya Dunstan <jhaliyad@gmail.com> wrote:

Hi Lanie,

Please see updated payment log for your records.

Aliya

J. Aliya Dunstan <jhaliyad@gmail.com>
 To: Lanisia <lanisia.mclaughlin@healthcity.ky>

Tue, Jul 7, 2015 at 10:27 AM

Hey Lanie,

Thank you for the update and apologies for not getting back to you sooner. Hope you had a good long weekend.

Once you are able to get me copies of the deposits I will update the log and send to you. Please note that late fees do not apply to equity as it is a penalty. Also the February payment was in lieu of a bill however if incorrect I can amend that no problem.

On 4:03pm, Fri, Jul 3, 2015 Lanisia <lanisia.mclaughlin@healthcity.ky> wrote:

Good Afternoon,

I just came from the Bank and this is still dragging out as this is my fault this happened I have deposited \$400 today \$200 rest of the late fee and the other \$200

July payment. I will wats app you the pic of the deposit.

When I look at the Equity sheet it says apply is \$900 can you double check that

Please.

Lanisia Mclaughlin

Front Office Manager

1283 Sea View Road, P.O. Box 10590, Grand Cayman KY1-1005, Cayman Islands

t 345-640-4205 m 345-526-2107 w 640-4040

e lanisia.mclaughlin@healthcity.ky

 <http://i60.tinypic.com/168tmyp.jpg>

From: J. Aliya Dunstan [mailto:jhaliyad@gmail.com]

Sent: Friday, July 03, 2015 10:32 AM

To: laniemclaughlin4@icloud.com; Lanie Mclaughlin; lanisia.mclaughlin@healthcity.ky

Subject: Re: Equity Payment Log as of July 3 2015

Correct version attached.

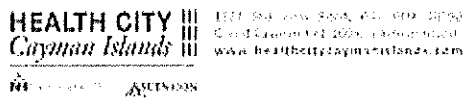
Please confirm when the Ma late fee balance will be received this month. thank you

On Fri, Jul 3, 2015 at 10:25 AM J. Aliya Dunstan <jhaliyad@gmail.com> wrote:

Hi Lanie,

Please see updated payment log for your records.

Aliya



HEALTH CITY
Cayman Islands
1111 Bay View Road, PO Box 20750
Crestwood, St. John, Cayman Islands
www.healthcitycaymanislands.com

image001.jpg
7K

To: Lanie McLaughlin & 1 more...

iMessage

Tue, Oct 20, 8:11 PM

Hi Lanie

Hope all is well. I have tried messaging you in whatsapp but it appears that that is not working.

Just wanted to touch base with you as I notice that the equity payment has not yet been made for October. Could you please advise on the

To: Lanie McLaughlin & 1 more...

Just wanted to touch base with you as I notice that the equity payment has not yet been made for October. Could you please advise on the status of it as it is now 5 days late, thus incurring late fees.

Thanks

Wed, Oct 21, 7:59 PM

Hey Lanie could I get

an update please, thx



J. Aliya Dunstan <jhaliyad@gmail.com>

Update

2 messages

Aliya Dunstan <jhaliyad@gmail.com>

Tue, Oct 20, 2015 at 11:04 AM

To: laniemclaughlin4@icloud.com, lanisia.mclaughlin@healthcity.ky, laniemclaughlin4@hotmail.com

Hi Lanie,

Hope all is well. I have tried messaging you in whatsapp but it appears that that is not working.

Just wanted to touch base with you as I notice that the equity payment has not yet been made for October. Could you please advise on the status of it as it is now 5 days late, thus incurring late fees.

Thank you in advance,

Aliya

Aliya Dunstan <jhaliyad@gmail.com>

Wed, Nov 4, 2015 at 2:49 PM

To: laniemclaughlin4@icloud.com, lanisia.mclaughlin@healthcity.ky, laniemclaughlin4@hotmail.com

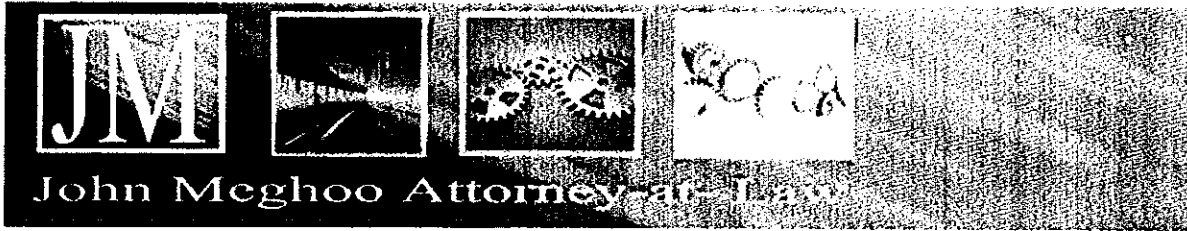
Hi Lanie,

Hope all is well. Just following up with you as you haven't replied to this email and I haven't heard back from you on October's payment. Please keep me posted.

Take care,

Aliya

[Quoted text hidden]



4th Floor, Cardinal Plaza, 30 Cardinal Avenue, George Town, P.O. Box 11274, Grand Cayman, KY1-1008 CAYMAN ISLANDS
Ph: 345-946-6537 E-mail: johnmeghoo@candw.ky web: www.meghoolaw.com

December 4, 2015

Lanisia McLaughlin
#54 Chime Street, Apartment #13
Spotts Retreat
Grand Cayman

BY EMAIL

LETTER BEFORE COURT ACTION

Dear Ms. McLaughlin

I write on behalf of J. Aliya Dunstan ("my client").

Reference is made to the Equity Payment Release Agreement ("Agreement") made between yourself and my client dated 5 April, 2015, where you entered into a binding arrangement to make regular payments to my client. Reference is also made to various emails between yourself and my client in respect of your payments, or lack thereof.

I am instructed that despite my client's reminders and your promises, that the following payments and/or late fees as agreed are outstanding:

Month	Amount
October	200 plus late fee of 240
November	225 plus late fee of 225

It is hereby demanded that you make payment of this total amount (CI\$890) immediately, plus legal fees of CI\$250.00 incurred thus far, and you should or late charges are accruing on the amount payable at the rate prescribed from time in respect of the Property. Payment shall be made into my client's Butterfield account as specified in the Agreement.

Should you fail to make payment of the total amount due within 14 days hereof, an action will be filed in the courts of the Cayman Islands for the principal, interest, and legal costs to recover the said amounts.

You are urged to take this seriously.

Yours sincerely


John C. Meghoo



J. Aliya Dunstan <jhaliyad@gmail.com>

Fwd: Aliya Dunstan

John Meghoo <johnmeghoo@candw.ky>
To: Aliya Dunstan <jhaliyad@gmail.com>

Tue, Dec 15, 2015 at 2:45 PM

FYI

John G. Meghoo
Attorney
4th Floor Cardinal Plaza
30 Cardinal Avenue
P.O. Box 11274
Grand Cayman KY1-1009
CAYMAN ISLANDS

345 946 6537
Johnmeghoo@candw.ky

Begin forwarded message:

From: "Lanisia" <lanisia.mclaughlin@healthcity.ky>
Date: December 15, 2015 at 11:28:34 AM EST
To: "John Meghoo" <johnmeghoo@candw.ky>
Subject: RE: Aliya Dunstan

Good Morning,

Letter received, unfortunately due to 2 family emergencies I am going thru a difficult Financial time. I am in the process of trying to get a loan to pay off these bills, if I get This approved I can sort this out immediately if not I will have to take my time and pay this Off as I do not have these funds.

Thank you

Lanisia Mclaughlin
1283 Sea View Road, P.O. Box 10590, Grand Cayman KY1-1005, Cayman Islands
w 640-4040
e lanisia.mclaughlin@healthcity.ky

—Original Message—

From: John Meghoo [mailto:johnmeghoo@candw.ky]
Sent: Friday, December 04, 2015 11:40 AM
To: laniemclaughlin4@hotmail.com; laniemclaughlin4@icloud.com;
lanisia.mclaughlin@healthcity.ky
Subject: Aliya Dunstan

1/19/2016

Gmail - Fwd: Aliya Dunstan

Dear Madam

Please see letter attached.

Kind regards

No. 2
Acknowledgement of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause # SC . . . of 2016

BETWEEN JHANINE AUYA DUNSTAN Plaintiff

AND: LAUISIA McLAUGHLIN 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.

Defendants's Signature

Dated this day of 200

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says 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, P.O. Box 495 George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.