

IN THE GRAND COURT OF THE CAYMAN ISLANDS



CAUSE NO. 0049 OF 2016

BETWEEN:

MEYLYS SWABY RAMIREZ

Plaintiff

AND:



JUAN VERDECIA DIAZ

1st Defendant

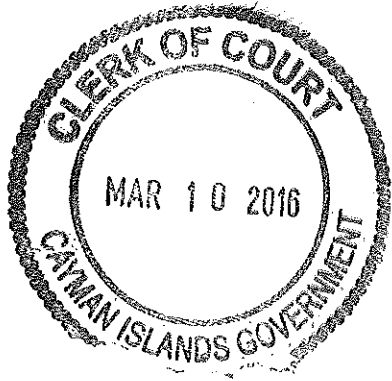
LUPE RIVERS HYDES

2ND Defendant

WRIT OF SUMMONS

TO:

JUAN VERDECIA DIAZ
32 Bonsal Crescent
West Bay, Grand Cayman
Phone: 325-3832 or 927-1566



AND TO:

LUPE RIVERS HYDES
32 Bonsal Crescent
West Bay, Grand Cayman
Phone: 325-3832 or 927-1566

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 28 days after the service of the 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, Cayman Islands, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

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

Issued this 10th day of March 2016.

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 renewed by order of the Court.

IMPORTANT

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

STATEMENT OF CLAIM

The Plaintiff is the sole registered proprietor of property registered on the Cayman Islands land register as Registration Section West Bay North West Block 4B Parcel 449 and 450 ("the Property").

Sometime in 1999, the Defendants entered into a verbal lease to own agreement with the previous proprietor of the Property who is the Plaintiff's mother ("the Original Agreement").

In accordance with that Original Agreement, the Defendants were to pay the monthly mortgage on the Property until the mortgage was fully paid then the previous proprietor would transfer the Property to the Defendants free and clear and if the Defendants breached the agreement, all monies paid would be deemed as rents accrued and paid.

The outstanding mortgage at that time was around CI\$167,000.00 and the Bank had a charge over the Property for the said amount.

The Defendants allege that they were paying monies to the mortgage directly.

In or around late 2003, the Plaintiff's mother found out that the mortgage payment was not being paid consistently as agreed by the Defendants and asked the Defendants for all their receipts so she could rectify the position with the Bank.

The Defendants failed to provide the Plaintiff's mother with the said receipts.

The Plaintiff's mother advised that they had breached the Original Agreement and as such the Original Agreement was terminated, that they were not to pay any more towards the mortgage and they were to vacate the Property.

Despite the efforts of the Plaintiff's mother to remove the Defendant's from the Property, the Defendants failed to vacate the Property.

On 22 May 2012, the Plaintiff's mother retained counsel being Maples and Calder. They sent a demand letter to the Defendants which they ignored. A copy is hereto attached.

On 28th December 2012, another attorney being Hampson and Company sent a Notice to the Defendants to deliver up possession of the Property, which they again ignored. A copy is hereto attached.

The Plaintiff and her mother found that the Defendant constantly ignores them and refuse to vacate the Property. In addition the Defendants are aggressive towards the Plaintiff and her mother.

As at 25th June 2003, the Charge over the Property was decreased by CI\$55,390.00 with a remaining Principal Charge of CI\$111,609.60. The land register is hereto attached showing the same.

The mortgage was not paid off as at 25th June 2003.

A separate loan was granted to the Plaintiff's mother to purchase a car and a Variation of Charge was placed against the Property for an additional amount of CI\$28,390.40. This amount brought the total charge against the Property to CI\$140,000.00.

Between 2003 and 2013, the Defendants failed to pay any rent or occupational contributions to the Plaintiff's mother. The Defendants instead alleged that they paid money in the mortgage account.

The Plaintiff verily believes that if the Defendants had made the payments, they were paid in dribbles and not monthly or in the amount that was agreed.

Between 2003 and 2013, exhausting attempts have been made by the Plaintiff and her mother to remove the Defendants from the Property without success.

By late 2012, the health of the Plaintiff's mother began to deteriorate and on 16th January 2013, she transferred the Property to the Plaintiff.

On 28th March 2013, the Defendants entered a sale agreement with the Plaintiff who was now the new proprietor of the Property ("Second Agreement"). A copy of the "Offer to Purchase" is hereto attached.

In accordance with the Second Agreement, the Defendants agreed to pay the purchase price of CI\$120,000.00 in full by closing date of 31st August 2013.

The Defendants failed to pay the purchase price by the date of completion.

The Defendants have also damaged the Property. They have constructed and restructure some areas of the building without the proper Planning Authority approval which is causing the Plaintiff suffering from being pursued by the Planning Authority. Attached are pictures of the unauthorised construction and damages caused by the Defendants.

The Plaintiff discovered that there are other occupants of the Property and that the Defendants had been collecting rents from them. The Plaintiff sought legal counsel.

On 19th May 2015, a letter before action was sent to the Defendants. A copy is attached hereto.

The Defendants are in breach of the Original Agreement.

The Defendants are in breach of the Second Agreement.

The Defendants have failed to vacate the said Property.

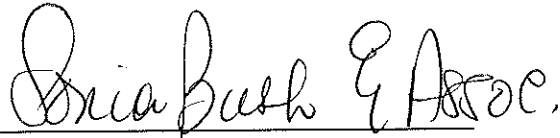
The Defendants are therefore trespassing on the Property.

The Defendants are hindering the Plaintiff from the peaceful enjoyment of her Property.

AND THE PLAINTIFFS claims:

1. The Plaintiff claim is for the Defendants to immediate vacate and deliver up possession of the Property.
2. Damages;
3. Costs; and
4. Further or other relief as the Court deems fit.

If within the time for returning the Acknowledgment of Service, the Defendant vacates the Property without further damages thereto further proceedings will be stayed.



Sonia Bush & Associates Law Firm
Attorneys for the Plaintiff

This Writ is filed by Sonia Bush & Associates, Attorneys-at-Law for and on behalf of the Plaintiff herein whose address for service and correspondence is Grand Pavilion Commercial Center, 802 West Bay Road, P.O. Box 11139, Grand Cayman, KY1-1008 Cayman Islands.

DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICES
OF WRIT OF SUMMONS

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 495G, George Town, Grand Cayman.

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 indorsed on the Writ (i.e. the words "Statements of Claim" appear on the top of page 2) the Defence must be served within 28 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgement is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 28 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 judgement 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
Please complete overleaf

Notes for Guidance

1. Each Defendant (if there is 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 28 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.
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 Writ of Summons)"
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 (.....)" his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorized 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.

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 communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

Sonia Bush & Associates Law Firm
Attorneys-at-Law
Grand Pavilion Commercial Center,
802 West Bay Road,
P.O. Box 11139
Grand Cayman, KY1-1008
Cayman Islands.

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

MAPLES

Our ref GXL/999999/23564999v1
Direct tel +1 345 814 5232
Email george.loutas@maplesandcalder.com

By Courier

Juan Verdecia
32 Bonsal Crescent
West Bay
Grand Cayman
22 May 2012

Sonia Bush & Associates
COPY

Dear Mr Verdecia

Lease between Silvia & Roberto Swaby ("Landlord") and Juan Verdecia ("Tenant")

32 Bonsal Crescent, West Bay ("Premises")

We act for Sylvia Swaby of the Landlord.

We understand that you are the Tenant of the Premises pursuant to a verbal lease ("Lease"). Under that Lease, you are required to pay rent to the Landlord at the end of each month. You have not paid any rent to the Landlord for the months of March and April. This is a breach of the Lease.

You must rectify that breach by paying the Landlord the sum of C\$2,200.00 **within fourteen (14) days of this notice**. You must pay that sum into the same bank account that you have previously paid rent by that time.

Additionally, this month's rent instalment is due on 31 May 2012.

We also give you notice that if you do not comply with this notice, the Landlord will have no alternative but to exercise its rights at law and otherwise.

If you have any queries, please contact George Loutas of this office (contact details above).

Yours sincerely


George Loutas

Maples and Calder

PO Box 309 Umland House Grand Cayman KY1-1104 Cayman Islands
Tel: +1 345 949 8066 Fax: +1 345 949 8080 maplesandcalder.com

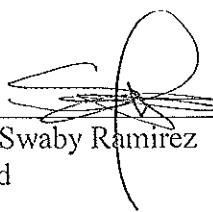
FORM A
SECTION 49, THE RESIDENTIAL TENANCIES LAW, 2009

NOTICE TO TENANT

TO: Juan Verdecia and Lupe Rivers

I hereby give you notice to deliver up possession of the premises, 32 Bonsal Crescent, West Bay, Grand Cayman, otherwise described as Parcels 449 and 450, Block 4B, West Bay, North West, which you hold of me as tenant, on the 31st day of January 2013.

Dated this 28th day of December 2012



Meylys Swaby Ramirez
Landlord

Hampson and Company attorneys for Meylys Swaby Ramirez whose address for service is that of her said attorneys, at Citrus Grove, Goring Avenue, P.O. Box 698, Grand Cayman KY1-1107

OFFER TO PURCHASE

ALL PERSONS SIGNING THIS DOCUMENT ARE ADVISED TO READ CAREFULLY

This Offer to Purchase is made the 28th day of March 2013 and shall be open for acceptance until 31st day of August 2013.

TO: Meylys Swaby Ramirez
(Hereinafter known as the "Vendor" which expression shall include the Vendor's nominee, successors or assigns whomsoever.)

BY: Juan Verdecia Diaz and Lupe Rivers Hydes
(Hereinafter known as the "Purchaser" which expression shall include the Purchaser's nominee, successors or assigns whosoever.)

1. The Property:

Registration Section: WB NSU Block: 4B Parcel: 449 § 450

Described as:

2. Purchase Price:

The total purchase price is: 120,000.00 One hundred and twenty thousand
dollars USD () \$ 120,000.00

3. Manner of Payment:

a. Initial deposit paid on signing of this Offer to Purchase

for which receipt is hereby acknowledged 00.00 \$ 0

b. Additional deposit due on or before: 00.00

_____ \$ 0

c. The balance of the purchase price of:

\$ 120,000.00

shall be paid and delivered to the Vendor or his authorized agent at Completion.

TOTAL PURCHASE PRICE:

\$ 120,000.00

d. All deposit monies paid by the Purchaser shall be held by the Vendor's authorized agent who is Meylys Swaby Ramirez as stakeholder and the total amount of deposit in (a) and (b) (the deposit) above shall be held in trust at all times (subject to the terms and conditions set forth in this Offer to Purchase) until Completion, at which time all such monies shall be paid over to the Vendor.

e. The deposit monies shall not be paid over to the Vendor prior to Completion unless agreed in writing by both Purchaser and Vendor.

Please initial: Purchaser: L.R.H. J.V.D.

Vendor: [Signature]
Revised 6/10

4. Completion

Completion will take place on or before 31st of August 2013 at the Vendor's attorney/agent or any such place as both Purchaser and Vendor may agree.

At Completion:

- a. The Vendor shall deliver to the Purchaser or his agent a valid and duly executed instrument of transfer and any other such documents and assurances as are required in order to fully and completely effect the legal and valid transfer of absolute or leasehold title, including Land Certificate, if any;
- b. The Purchaser shall have vacant possession of the Property, which shall be free from all leases, tenancies, or licenses whether or not registered, unless otherwise stated herein.

5. Conditions to Purchase

If this Offer to Purchase is made subject to additional conditions, they will be listed below or attached as "Addendum A", all of which may be unilaterally waived by the Purchaser by written notice, unless to the benefit of the Vendor.

PLEASE READ COVER LETTER ATTACHED.

6. Fixtures

All fixtures presently located on the Property shall be included in the Purchase Price, unless otherwise stipulated in this agreement.

7. Chattels

In the event the Property is sold furnished, the Chattels included in the Purchase Price shall be as specified in "Addendum B" and will be provided within 5 Business Days of acceptance unless otherwise specified herein, and title to said Chattels agreed to be sold shall pass at Completion.

8. Adjustments

All adjustments for the Property including but not limited to maintenance fees, utility charges, rents, insurance, damage and security deposits shall be made as at Completion and apportioned on a daily basis between the Vendor and the Purchaser. In the event this transaction involves a Strata Lot as defined in the Strata Titles Registration Law (2005 Revision), any special assessment owed to the Strata Corporation which has been invoiced before Completion is the responsibility of the Vendor unless otherwise stipulated by this Offer to Purchase.

Please initial: Purchaser: J.V.D L.B.H

Vendor: [Signature]
Revised 6/10

9. Payment of Fees

The stamp duty and registration fees arising hereunder shall be borne by the Purchaser and each party hereto shall pay the legal fees of any attorney that may be retained by them.

10. State of the Property and the Chattels

The Property and the Chattels shall be deemed to be purchased with full notice of their present state and condition subject to normal wear and tear occurring after the date hereof and prior to Completion (unless otherwise stipulated in this agreement). On Completion, the Property shall be vacant and free of all tenancies except as may be stated herein.

11. Overriding Interests

The Vendor warrants that he knows of no overriding interests as mentioned in Section 28 of the Registered Land Law (2004 Revision), (as may be amended from time to time), which affect the Property other than those, if any, already declared or apparent from an inspection of the Property and the said Property is sold subject to any such overriding interests that may exist.

12. Identity of the Property

a. The Purchaser admits to the identity of the Property and Chattels with that comprised in the title offered by the Vendor under this Agreement and agrees that: -

1. The Property and Chattels are correctly described.
2. No error or misdescription unless fundamental in nature made or given in respect of the Property or the Chattels whether made or given by the Vendor or by anyone on his behalf shall annul this Agreement.
3. The Property is sold subject to any appurtenances, encumbrances, restrictions or other notifications which may affect the Property other than any Charge or Caution currently entered on the Register and;
4. The Property is sold and the Purchaser shall take title subject to the provisions of the Registered Land Law (2004 revision) and the Development and Planning Law (2004 Revision), as amended from time to time

b. The following provisions shall apply only if the Property is a Strata Lot as defined by the Strata Titles Registration Law (2005 Revision). The Purchaser agrees that the Property shall be sold and that he shall take title thereto and possession thereof subject to the provisions of the Strata Titles Registration Law (2005 Revision) as may be amended from time to time in general and the following matters in particular:

1. The Strata Plan No. N/A (the "Strata Plan") and the Registered By-Laws of the Proprietors Strata Plan No. N/A (of which By-laws the Purchaser acknowledges sight and acceptance) as the same may be amended from time to time.

Please initial: Purchaser: LRH J.V.D

Vendor: [Signature]

12. Identity of the Property – continued

2. The unit entitlement of the Strata Lot and all other matters from time to time contained in, endorsed upon, or annexed to the Strata Plan;
3. All easements including those for support, shelter and services and all other rights and liabilities expressed or implied in favour of or against a Strata Lot proprietor or a Strata Lot by virtue of law, equity, statute or otherwise.

13. Search and Caution

The Vendor will if requested by the Purchaser or his agent furnish the Purchaser with a copy of the entries on the Land Register and of a sufficient extract of the relevant Registry map and supply a written authority to inspect the Register relating to the Property and a consent to a Stay of Registration. The Purchaser shall be entitled to lodge a caution and/or stay of registration on the Register relating to the Property. In the event of the Agreement being rescinded or there being a default by the Purchaser, the Purchaser shall remove such caution and/or stay of Registration immediately and the Purchaser hereby appoints the Vendor as its fully authorized Attorney and agent to remove same upon the Purchaser failing to do so.

14. Requisitions and Objections

The Purchaser shall be entitled to make requisitions and objections with respect to title to the Property. All such requisitions and objections shall be made within 21 days from acceptance by the Vendor hereof and further objections and requisitions arising from a reply shall be delivered within 14 days of the delivery of such reply. If the Purchaser shall insist upon any requisition or objection with which the Vendor may be unable or unwilling to comply and shall not within 10 days after being called upon to do so withdraw or waive the same the Vendor may by notice to the Purchaser rescind this Agreement. Upon the Agreement being so rescinded the Purchaser shall be entitled to a return of the deposit and all other monies (if any) paid hereunder but not to any further payment by way of interest, compensation, costs or otherwise and shall forthwith return to the Vendor all papers furnished by the Vendor in relation to the sale.

15. Payment by Cheque

It is expressly agreed that should any of the monies referred to herein be paid by cheque or other form of bill of exchange, then none of the rights and obligation herein credited shall have effect until the cheque or other form of bill of exchange has been cleared and honoured in the Cayman Islands.

16. Risk

Notwithstanding any rule of law risk in the Property and the Chattels shall pass to the Purchaser on Completion. All buildings and chattels included in the sale will remain at the risk of the Vendor until Completion, and all insurance policies and the proceeds thereof will be held in trust for the parties as their interests may appear.

Please initial: Purchaser: W.H. J.V.D

Vendor: X

17. Right to Rescind

a. The deposit shall forthwith be refunded if:

- (1) This Offer to Purchase is not accepted, or
- (2) A condition is not satisfied neither party shall have any further rights of action or claim of any nature against the other in respect thereof.

b. If this Offer to Purchase is accepted and all the conditions are satisfied:

- (1) Should the Vendor fail to perform, the Purchaser may at his option
 - (i) pursue any remedy available to him at law or in equity; or
 - (ii) demand a refund of the deposit and any other monies paid by him hereunder and on receipt of the same, this agreement shall be forthwith terminated and neither party hereto shall have any rights of action or claim of any nature against the other in respect hereof.
- (2) Should the Purchaser fail to make any payment provided for herein on its due date the Vendor shall be entitled to serve on the Purchaser a notice (in the case of the final payment on Completion such notice a "Completion Notice" and in any other case a "Payment Notice") requiring the payment to be made within seven days after service of the notice. In the event the Purchaser shall fail to make such payment within the required time the Purchaser shall forfeit absolutely the deposit (or such part thereof as has been paid) together with any interest earned as liquidated damages and this agreement shall be forthwith terminated and neither party hereto shall have any further rights of action or claim of any nature against the other in respect hereof. If, however, the vendor agrees to accept payments after the due date (which he may do so at his option), the Purchaser shall pay (in addition to said payment) interest at the rate of 3% per annum above the prime rate for the currency in which the Purchase Price is payable on said payment until paid. It is expressly agreed that for all purposes relating to this clause 17.b.(2) time shall be of the essence.

18. Interpretation

In this Offer to Purchase, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer to Purchase shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. Entire Agreement

This Offer to Purchase when executed by both parties is the complete agreement between the parties and the Purchaser hereby admits and declares that no statement, guarantee, promise, agreement warranty or representation, whether oral or written, has been made with or to him on or prior to the date hereof by the Vendor, by anyone acting or purporting to act on the Vendor's behalf, by the Listing Broker/Co-Broker or any real estate agent concerning the Property or otherwise which he relied upon, apart from as specifically set out in this Offer to Purchase. This Offer to Purchase may be executed by each party in counterpart and exchanged and shall be allowed to be properly executed and binding if so executed and exchanged.

Please initial: Purchaser: LRH J.V.D.

Vendor: [Signature] Revised 6/10

20. Delivery of Documents

For the purposes of this Offer to Purchase, all documents are considered to be delivered within three days of posting by express courier for foreign mail and registered for local mail to the Vendor or Purchaser at the address given below or such address as may be notified by either party to the other from time to time.

21. Jurisdiction

This document shall be subject to and in accordance with the laws of the Cayman Islands and the parties hereto submit to the jurisdiction of the Cayman Islands courts.

SIGNED AND DATE at George Town, Grand Cayman on 28th March, 2013
(city/country) (date)

Yasmin Ebanks
Witness to Purchaser
Yasmin Ebanks
JUSTICE OF THE PEACE
CAYMAN ISLANDS

[Signature]
Purchaser

Yasmin Ebanks
Witness to Purchase
Yasmin Ebanks
JUSTICE OF THE PEACE
CAYMAN ISLANDS

[Signature]
Purchaser

We hereby acknowledge receipt of the deposit specified in clause 3 (a or b) in the amount of
() N/A on this N/A day of N/A

Listing or Submitting Agent Signature N/A

On behalf of N/A
(company name)

Please initial: Purchaser: LKH J.V.D.

Vendor: [Signature]

22. Acceptance

I, the undersigned Vendor of the Property, hereby accept the above Offer to Purchase and agree to complete the sale on the terms and conditions herein.

23. Agreement to pay Commission

I, the Vendor, hereby agree to pay the Listing Broker for services rendered in procuring this offer, a Commission of _____ which shall be payable at Completion upon the first disbursement of funds. In the event the Purchaser defaults and the Deposit is forfeited, I agree to pay the Listing Broker 1/3 of the deposit provided this amount does not exceed the commission calculated in the manner set forth above. Commission may be deducted from the Purchase Price or the deposit, as the case may be, at Completion without further authority.

SIGNED AND DATE at George Town, Grand Cayman on 26th March, 2013
(city/country) (date)

[Signature]
Witness to Vendor **Yasmin Ebanks**
JUSTICE OF THE PEACE
CAYMAN ISLANDS

[Signature]
Vendor

[Signature]
Witness to Vendor **Yasmin Ebanks**
JUSTICE OF THE PEACE
CAYMAN ISLANDS

[Signature]
Vendor

Purchasers Name in full **CAYMAN ISLANDS**

Address:

Ph: Fax: Email:

Vendors Name in full:

Address:

Ph: Fax: Email:

Listing Company Name:

Agent Name:

Ph: Fax: Email:

Submitting Company Name:

Agent Name:

Ph: Fax: Email:

Please initial: Purchaser: P.V.D L.R.H
Vendor: [Signature]



**Sonia Bush
& Associates**
ATTORNEYS-AT-LAW &
NOTARY PUBLIC

19th May 2015

LETTER BEFORE ACTION

Lupe Rives Hydes
Lily Rives Hydes
PO Box 31034
Grand Cayman KY1-1205
GRAND CAYMAN

Dear Sir/Madam,

Ref: Registration Section West Bay North West Block 4B Parcels 449 and 450
("the Property")

We act for and on behalf of Meylys Swaby Ramirez ("our Client").

Legal Proprietor:

1. We are in receipt of a copy of your letter dated 28 March 2013 addressed to Cayman National Bank in relation to the lots above, registered owner Meylys Swaby Ramirez. We understand that you entered into a contract in order to purchase this property and would become a proprietor after the mortgage is fully paid. The current proprietor still holds this clause in the contract valid and intends to transfer the appropriate shares to you "upon the mortgage being paid off". However, at this point in time, the contract is not yet mature as the mortgage is not yet fully paid. You are therefore at this point in time, not a proprietor of the Property.

Unauthorized Alterations

2. We are instructed that you have made several unauthorized alterations and additions to the building on the Property. You have not sought proper permission from the title owner who would need permission from the Cayman Islands Planning Department.

3. Your conduct could generate legal action arising from your unauthorized alterations to the Property which would directly cause damages to the current registered owner, Miss Swaby Ramirez, being the subject of any prosecution from the Planning Department.
4. You are to cease and desist immediately, with all actions on the Property which are in contravention to the Cayman Islands Planning Department rules and regulations particularly making alterations to the building and surrounding land.
5. You are to remove all debris, including any old derelict cars, garbage, your chickens, their pens, old appliance on the outside of the building and other disused items from the Property, and to stop any illegal construction or additions to the Property immediately.
6. You are to restore the Property to its original state prior to your unauthorized alterations. You are further advised to make good any damage done to walls, ceilings or other parts of the Property which was in good repair upon the making of the verbal lease agreement.

Rental Income:

1. As you are not the legal owner of the Property and there is no agreement implied or other for you to collect rent from the tenants of the Property, you are to stop collecting rent from the tenants immediately.

If the above is not adhered to within 20 days of the date you receive this correspondence, we have been instructed that the property will be cleared of all debris, and any illegal structures will be demolished, the building will be restored and all costs incurred will be transferred to you, and thereafter further legal action will be taken.

We trust these instructions are clear, and sincerely hope that further action on our client's part will not be necessary.

Yours faithfully


SONIA BUSH & ASSOCIATES

