

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 144 OF 2017

BETWEEN:

VANCAR HOLDINGS LTD



PLAINTIFF

AND:



AMY STILL

PLAINT



DEFENDANT

TO THE DEFENDANT of P.O Box 10315, Grand Cayman, Cayman Islands, KY1-1003

THIS PLAINT has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within fourteen (14) days after the service of this Plaint on you, counting the day of service, you must either satisfy the claim, or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest this action. If you intend to defend this 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 to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without further notice to you.

Issued this 20th day of July, 2017.

IMPORTANT

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

Introduction

1. The Plaintiff, Vancar Holdings Ltd, is a duly company duly incorporated in the Cayman Islands whose registered office is at Maricorp Services Ltd, 31 The Strand Grand Cayman.
2. The Defendant is Amy Still of P.O Box 10315, Grand Cayman, Cayman Islands, KY1-1003.
3. The Plaintiff was at all material times the owner and title holder of Registration Section West Bay Beach North, Block 11D, Parcels 33H7 and otherwise known as 74 Cook Quay Unit #114 (the "Premises")

The Tenancy Agreement

4. By a Tenancy Agreement, dated 28 October 2016 ("**the Agreement**") and made between the Plaintiff and the Defendant, the Plaintiff leased to Defendant, the Premises for an initial period of 12 months commencing on 30 November 2016, at a monthly rent of US\$ 4,000, payable by equal monthly installments in advance, on the first day of each calendar month. A copy of the Lease is annexed hereto.
5. The Agreement contained the following material terms:
 - (a) The Defendant would pay the rent on the days specified, namely the 1st day of each calendar month. (Clause 2); and
 - (b) If any legal action were brought by either party to enforce the terms of the Agreement, the prevailing party would be entitled to all costs incurred in connection with such an action. (Clause 16);
6. The Plaintiff has at all material times fulfilled all of its obligations under the Agreement.
7. In breach of the Agreement, the Defendant vacated the premises, on or around 30 April 2017
8. Despite the Plaintiff making best efforts to secure a replacement tenant the Premises remain unoccupied and available for rent.
9. By reason of the Defendant's breach of the Agreement the Plaintiff has suffered loss and seeks to enforce its rights against the Defendant in accordance with the Tenancy agreement.

Particulars of Loss and Damage

Loss of Rent

10. The Plaintiff has suffered a loss of rent from 1 May 2017. Under the Terms of the Tenancy Agreement, the Plaintiff was entitled to the payment of Rent up to and including 1 November June 2017. Despite best efforts the Plaintiff has been unable to find a replacement tenant.

To date the Plaintiff has suffered loss of 3 months' rent x US\$ 4,000 = US\$ 12,000.00

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

The Plaintiff will give the Defendant credit for her security deposit of US\$ 4,000.

Legal Expenses

11. By reason of the Defendant's breaches of the Purchase Agreement the Plaintiffs have incurred legal expenses for which the Defendant is in accordance with Clause 16 required to pay on a full indemnity basis.

As at the date of issue of the writ the Plaintiff has incurred the following reasonable expenses: -

Professional fees and disbursements - Nelson & Company US\$ 1,000.00

The Plaintiff therefore claims against the Defendant

- (1) Judgment in the sum of **US\$ 9,000** or such other sums as may be due at date of trial;
- (2) Pre-and post-judgment calculated pursuant to the Judicature Law (2007 Revision) and the Judgment Debt (Rates of Interest) Rules, as amended from time to time;
- (3) Costs; and
- (4) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of **US\$ 9,000** together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Nelson & Company
Attorneys for the Plaintiff

RENTAL AGREEMENT

THIS AGREEMENT made this 28th day of October, 2016 between Vancar Holdings Ltd (hereinafter called the "Landlord") PO Box 31223, Grand Cayman KY1-1205 Ph:949-9838 / 925-5652 Email: info@ritchrealty.ky or jackie@ritchrealty.ky

Amy Still (hereinafter called the "Tenant") of PO Box 10315 Grand Cayman, KY1-1003 PH: 926-8985 Email: amy@realvisiontv.com

The Landlord hereby agrees to rent to the Tenant the property located at **74 Cook Quay unit#114, Grand Cayman** being legal title Section: WBBN Block: 11D Parcel:33H7 (hereinafter called the "Premises") according to the terms and conditions set forth in this agreement.

1. TERM: The tenancy shall be for a period of 12 (twelve) months day commencing on the 30th day of November, 2016 and ending on the 30th day of November, 2017.

- a) If the Tenant chooses to vacate, renew or revert to a month -to-month status at the end of the lease term, a written 30-day (1 calendar month) notice must be given.
- b) All requests for renewal, extension or reversion to month-to-month are subject to Landlord's written acceptance.
- c) In the event that the rental term is not completely fulfilled the security deposit will be returned only after 6 months of occupancy in proven cases of revoked or refused GOL'S, pending receipt of written 30-day (1 calendar month) notice with supporting documentation, provided that no deductions are necessary as stated in Clause 4-Security Deposit.
- d) Any new tenant who will take over occupancy will be at the sole discretion of the Landlord.
- e) The property is not currently being offered for sale, but in the event the Landlord conveys title to the property the landlord shall give the Tenant a 60-day advance written notice to vacate the Premises.
- f) The landlord has the right to terminate this lease with 14 days' notice and take possession of the premises if the tenant is in any breach of this contract.

2. RENT: The rental amount shall be in the sum of **US\$4,000.00** per month payable in advance on or before the 1st day of each month and every month. The first month's rent shall be paid by the 30th day of November, 2016. The Landlord shall have the right to re-enter and take possession of the demised Premises should the rent be in arrears for a period of 15 days after the date covenanted for payment whether the said rent has been legally demanded or not or should there be any breach of this Agreement on the Tenants part. Rent shall be paid by depositing the funds into our Ritch Realty Ltd USD account #01101031129 at Butterfield Bank or cheque can be mailed to above mentioned address or hand delivered to our office at Tropic Centre II unit 9 at 32 Earth Close off of West Bay Road. If the 1st of the month falls on a bank holiday or weekend the rent is due the first bank day after the 1st of the month.

3. RENEWAL: Any renewal or extension of this lease must be made in writing 30 days prior to the expiration of this agreement and signed by all parties hereto, their successors or assigns. At that time the Tenant has the right to choose to go on a month-to-month basis at the expiration of this agreement, for up to six months, with the same terms and conditions as herein found except; a) monthly rate increase not to exceed ten percent (10) of the current monthly rental amount, b) the Landlord has the right to terminate the renewed lease in the event that he provides the tenant notice in writing of one

calendar month to vacate the premises.

4. SECURITY DEPOSIT: The security deposit shall be returned at the termination of the lease, provided that 30 day (1 calendar month) notice in writing is given to the landlord and there are no outstanding debts or damage (that are the responsibility of the Tenant) relating to the leased Premises, without interest thereon. Tenant shall not have the right to apply the security deposit as payment of the last month's rent. Upon inspection and assessment of the vacated Premises, the deposit monies less any necessary charges for repairs, cleaning, etc. will be refunded within two weeks from date of Landlord possession.

5. UTILITIES/SERVICES: The Landlord will *not* be responsible for the deposits or monthly payment of the utilities and services marked in the list below. All other items listed and not marked will be the Landlord's expense, if applicable. Excessive water consumption caused by running toilets will be the responsibility of the Tenant.

<input checked="" type="checkbox"/> Electricity	<input checked="" type="checkbox"/> TV Cable & Internet	<input type="checkbox"/> Sewage/Septic
<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Garbage Fees	<input type="checkbox"/> Lawn Services
<input checked="" type="checkbox"/> Telephone	<input type="checkbox"/> Pool Services	<input checked="" type="checkbox"/> Interior Pest Control

6. LATE CHARGES: In the event that the rent and any expenses incurred by the Tenant is not received prior to 5:00 p.m. on the 5th of the month, regardless of cause, a late charge of CI\$ 50.00 shall be charged per day for any past due payments. In the event that the Tenant's cheque is returned or dishonored, the Landlord will charge tenant a penalty equal to 10% of the overdue amount.

7. USE: The Premises shall be used exclusively as a private residence for no more than 4 persons as agreed by both parties. Additional guests staying more than a total of 60 days in a calendar year without written consent of the Landlord constitute a violation of this agreement. Tenant shall not assign this Agreement or sub-let the demised Premises without the Landlord's permission. An administration fee of CI\$250.00 will be payable by the Tenant in this instance.

8. SMOKING: Tenant acknowledges that **SMOKING IS PROHIBITED** within the Premise. Any smoking within the Premises will result in the forfeiture of the entire security deposit and will be considered a breach of lease and cause for termination of lease.

9. PARTIES/LOUD MUSIC: Absolutely no loud music shall be allowed on the Premises.

10. DAMAGES TO PREMISES: The Landlord will maintain the roof, AC, appliances, electrical, plumbing, doors and windows in proper working order. The Tenant will upkeep the Premises, furniture and furnishings, fittings, doors, drains and locks therein in good and tenantable repair and deliver up the same at the termination of the tenancy hereby created in the same order and condition as at present with the exception of damage caused by fair wear and tear, acts of God and the Queen's enemies. Tenant agrees to keep the walks, driveway and front and back porch clear of equipment; and at their expense shall make required repairs to plumbing, range, oven, cooling apparatus, electric fixtures whenever damage thereto have resulted from Tenant's misuse, waste or neglect or that of their servants, contractors, family, agents, guests or visitors. If there is anything about the condition of the Premises that is not good, tenant agrees to submit a written report to the landlord within seven (7) days of taking possession of the Premises. Tenants agree that

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failure to file any written notice of defects will be legally binding proof that the Premises is in good condition at the time of occupancy.

11. TENANT INSURANCE: The Landlord will not be liable for any loss of Tenant's property. Tenant hereby acknowledges this and agrees to make no such claims for any losses or damages against the Landlord. Tenants agree to purchase insurance, at their own expense, sufficient to protect themselves and their property from fire, theft, burglary, breakage, electrical connects, etc. They acknowledge that if they fail to procure such insurance; it is their responsibility and they alone shall bear the consequences.

12. ENTRY AND INSPECTION: The Landlord or Landlord's designated representative shall have the right to enter the Premises- (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, exhibit the Premises to prospective or actual purchaser's, mortgagees, tenants, workmen, or contractors; (c) when the tenant has abandoned or surrendered the Premises; (d) to check inventory. Except under (a) and (c) entry may not be made other than during normal business hours and with not less than 24 hours' prior notice to the Tenant.

13. MAINTENANCE, REPAIRS, or ALTERATIONS: The Landlord hereby agrees to maintain the Premises in good and habitable condition. Tenant acknowledges that the Premises is in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense and at all times, keep the Premises including all equipment, appliances, furniture and furnishings in a clean and sanitary manner. Tenant shall not paint, paper or otherwise re-decorate or make alterations to the Premises without the prior written consent of the Landlord. Tenant agrees to notify the Landlord's agent immediately if roof leaks, water spots appear on ceilings or walls, or at the first sign of termite activity. The Tenant specifically agree that no tacks, nails, screws, etc. will be driven into the walls, nor will they be marred by glue or tape. Tenant will be responsible for and pay for any damage caused by leaving windows open during inclement weather.

14. INVENTORY: All furnishings and equipment to be furnished by Landlord are set out in the inventory list which will be provided at occupancy. The inventory shall be signed by both Tenant and Landlord at time of occupancy and shall be a part of this lease. Tenant agrees that all furniture and furnishings thereon will not be removed from Premises and they shall be responsible for any missing items upon inspection.

15. INDEMNIFICATION: Landlord/Agent shall not be liable for any damages or injury to Tenant, or any other person, occurring on the Premises or any part thereof. Tenant agrees to indemnify, defend, and hold Landlord/Agent harmless in any way relating to Tenant's occupancy from any and all claims, damages, expenses and liabilities of any nature whatsoever with Tenant's use or involvement at the Premises save as to those matters as are the Landlord's responsibility as provided for under this Lease. Tenants shall solely be responsible for obtaining personal insurance to protect their personal property and liability. Tenant is solely responsible for themselves and their guest, invitees, family members, etc. where the use of a pool or boat dock and canal exist at the Premises.

16. ATTORNEY'S FEES: If any legal action brought by either party to enforce the terms hereof or relating to the demised Premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

17. DEFAULT: Tenant hereby acknowledges that they have a legal obligation to pay their rent on time each and every month regardless of any other debts or responsibilities they may have. Tenant agrees that they will be fully liable for any back rent owed. Tenant also acknowledges that defaulting on this Rental Agreement could result in a judgment being filed against them and alien being filed against their current and

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future assets and or earnings.

18. VEHICLE POLICY: The Tenant agrees never to park or store a large commercial or recreational vehicle of any sort on the Premises. Junk cars, cars on blocks, non-functional vehicles, or unlicensed vehicles are not permitted on the Premises. Removal will be at the expense of the Tenant. Tenants agree that any vehicle parked on unpaved areas may be towed and stored at Tenant's expense. Tenants alone have boat dock privileges; the boat dock cannot be sublet at any time. Tenants with boat dockage rights shall be responsible for all insurances to protecting the vessel and its passengers. Tenants must register boat with Landlord or Landlords agent.

19. LOCK POLICY: No additional or change of locks will be installed on any door without the written permission of the Landlord. Landlord will be given duplicate keys for all locks so installed at the Tenant's expense, before they are installed.

20. RULES OF OCCUPANCY:

(a) On vacating the apartment, it should be left in the same good condition that it was received. Tenants are therefore responsible for the general cleaning of the Premises on vacating. In addition, but not limited to the refrigerator, stove, oven, microwave oven, ceiling fans, light fixtures, floors, cabinets, bathroom fixtures, windows and doors being cleaned. Cost of the landlord undertaking the cleaning will be deducted from the security deposit if the Tenant does not clean the Premises properly.

(b) Tenants are not permitted to hang clothes and other personal belongings on their porches/patios/balconies.

(c) Tenants will not do or permit to be done anything which may be deemed an annoyance to other tenants.

(d) Bulbs should be replaced at Tenants expense.

(e) Pool side and patio furniture shall not be removed from its designated areas.

Under no circumstances are BBQ grills allowed in the courtyard or on one's patio.

The POOL, TENNIS and PLAYGROUND areas are not to be used as trash areas for cigarette butts, bottle caps or other waste and must be left tidy after each use. If the area is found to be dirty or trash is left in the area, office staff will have the area cleaned and the guilty party will be charged a cleaning fee.

21. ANIMALS/PETS: All animals are strictly prohibited.

22. HURRICANE PREPAREDNESS/ NATURAL DISASTER:

(a) Tenants are responsible for being aware of weather reports in regards to the Cayman Islands and any impending hazardous conditions.

(b) In the event of approaching storm, tenants shall be responsible for the removal of patio

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furniture and any outside belongings. These should be brought inside the apartment and secured.

(c) Doors and windows should be locked. DO NOT TAPE windows and glass doors. However, blinds should be drawn.

(d) In the event of catastrophic damage to the leased Premises, whereby hurricane, storm, flood, fire or other occurrences beyond the reasonable control of the landlord, the following conditions shall apply:

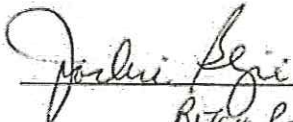
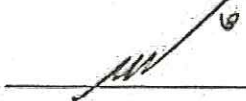
(1) If the occupied Premises are partially damaged, but are still habitable, then the Landlord may offer the Tenants a discount to the monthly rate in direct proportion to the loss of full use or enjoyment of the Premises. The proportional rate will be reviewed on a monthly basis while repairs are carried out.

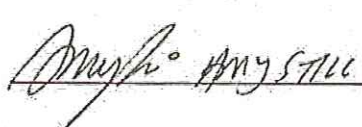
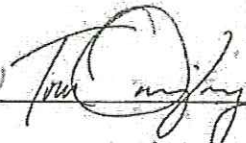
(2) The tenant shall allow the Landlord's contractors, employees and/or agents access to enter the leased Premises to effect repair and restoration. This would be done during reasonable daytime hours unless otherwise required.

(3) the Premises is no longer reasonably habitable and the Tenant is unable to enjoy any use of the Premises, this Lease shall terminate with immediate effect.

The Tenant signing this Rental Agreement hereby state that all questions about this Rental Agreement have been answered, that they fully understand all of the Agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant of the Rental Agreement is acknowledged that he/she has received a signed copy of the Rental Agreement.

IN WITNESS WHEREOF the parties hereto have signed their respective signatures on the day and year first above written.

 Landlord's Agent  Witness
RITCH REALTY LTD.

 Tenant  Witness

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Plaintiff's address for service:

31 The Strand,
46 Canal Point Drive,
PO Box 2075,
Grand Cayman
KY1-1105,
Cayman Islands.

This Plaintiff was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC 1144 OF 2017

BETWEEN:

VANCAR HOLDINGS LTD

PLAINTIFF

AND:

AMY STILL

DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

2. State whether the Defendant intends to contest the action (tick box)

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim? (tick box)

YES

NO

4. If you 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 June, 2017

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 delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.