

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC220 OF 2017

BETWEEN:

GRAND PLAZA HOLDINGS LIMITED

Plaintiff

AND

LEICESTER NORMAN GRAHAM

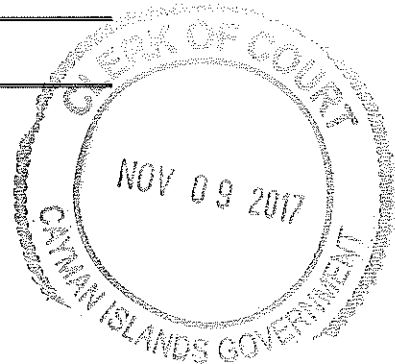
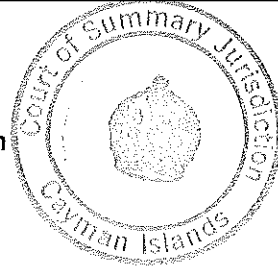
Defendant



PLAINT

TO:

Mr. Leicester Norman Graham
P.O. Box 2123
Grand Cayman, KY1-1105
Cayman Islands



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 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 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 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 8 day of November 2017

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is and was at all material times a company organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 Fort Street, P.O. Box 31726, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendant is an individual who resides in the Cayman Islands with a mailing address of P.O. Box 2123, Grand Cayman KY1-1105, Cayman Islands.
3. Pursuant to an agreement dated 1 November 2009, the Plaintiff agreed to lease to the Defendant the property known as and situate at Unit #1 of The Grand Plaza located at Registration Section George Town Central, Block 13D, Parcels 366 ("the Demised Premises") from 1 November 2009 to 31 October 2010 for CI\$630.00 per calendar month ("the Lease").
4. The following, *inter alia*, were terms of the Lease:

1. Term:

KENT RANKIN of P.O. Box 236, George Town, Grand Cayman (hereinafter called the Landlord) agrees to let and LEICESTER NORMAN GRAHAM of P.O. Box 2123, GRAND CAYMAN, KY1-1105 (hereinafter called the "Tenant") agrees to take all that shop and premises number 1 of The Grand Plaza more fully delineated in red on the Second Schedule hereto (hereinafter called the shop) subject to the terms contained in this schedule for the term of ONE YEAR from the 1st day of NOVEMBER 2009 (the commencement date). Subject to the provisions for sooner determined herein contained.

2. Rent:

The Tenant agrees to pay rent in the sum of Seven Thousand Five Hundred and Sixty Cayman Islands Dollars (CI\$7,560.00) (hereinafter called the rental sum) payable in equal monthly instalments of Six Hundred AND Thirty Cayman Islands Dollars (CI\$630.00) from the commencement dated in advance on or before the first day of every month and if such rent remains unpaid beyond the fifth day of such month it shall incur a late fee of Twenty Five Cayman Islands Dollars (CI\$25.00) per day until such rent is paid and such late fees aforesaid are payable upon being incurred.

3. Tenant's Covenants:

The Tenant hereby covenants with the Landlord as follows:

- a. *To pay the rental sum as specified herein and to pay the Landlord any sum payable to the Cayman Islands Government or to any other authority in respect of the shop for rates, taxes, assessments or outgoings whatsoever now or hereinafter or charged and such additional payment shall be made on the date for payment or rent upon demand by the Landlord.*

...

7. Termination of Lease:

If the rent shall at any time be unpaid on the due date or if there shall be any breach or non-observance by the Tenant of any of the other covenants and conditions herein contained on the part of the Tenant to be performed and observed or if the Tenant for the time shall become bankrupt or being a company shall be wound up either compulsory or voluntarily or if the Tenant shall enter into any arrangement or composition for the benefit of the Tenant's creditor's or shall suffer any distress, or execution to be levied on the Tenant's goods, or if the Tenant being a company shall be unable to pay its debits within the meaning of the Companies law, then and in any of the said cases happening it shall be lawful for the landlord to serve on the Tenant a notice in accordance with Section 56 of the Registered land Law, and if the Tenant fails to meet the requirements of such notice within fifteen days in the case of non-payment or short-payment of rent, and within thirty days in any other case which the Tenant hereby agrees to be a reasonable notice period it shall be lawful for the Landlord at any time after the expiry of such notice to enter into and upon the leased premises or any part thereof in the name of the whole and the term hereby created shall absolutely determine, anything herein contained in the contrary notwithstanding; but without prejudice to any rights of action or remedy of the Landlord in respect of any antecedent or continuing breach of any of the covenants by or obligations of the Tenant herein contained.

...

5. The Plaintiff will rely upon the true construction and effect of the aforementioned terms of the Lease at trial, a copy of which is attached and marked as "POC1".

6. In breach of the terms of the Lease, the Defendant failed to pay the rent as and when due.
7. In or around January 2015, the Defendant vacated the Demised Premises.
8. On or around 12 October 2017, the Defendant was personally served with a letter from HSM Chambers dated 16 August 2017 demanding payment of the arrears of rent totalling CI\$11,340.00 within 7 days of service (the "Demand").

Exhibited as "POC2" is a copy of the aforementioned Demand.

9. The Defendant failed to comply with the terms of the Demand and as of 8 November 2017 the Defendant is indebted to the Plaintiff in the sum of CI\$11,340.00 ("the Principal Sum") together with statutory interest thereon.
10. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

AND THE PLAINTIFF claims:

- a) CI\$11,340.00 being the principal sum.
- b) Pre- and post-judgment interest from 8 November 2017 in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at the rate of 2.38% being CI\$0.74 per diem.
- c) CI\$175.00 fixed costs pursuant to Section 11 of The Summary Court Rules, 2004.
- d) Such further and other relief as this Court may deem just.

HSM Chambers
HSM Chambers
Attorneys-at-Law for the Plaintiff

INDORSEMENT

The principal amount claimed in respect of the debt is CI\$11,340.00 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$25.00 (US\$30.49). If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal and the costs of issuing the Plaintiff, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

INDORSEMENT REGARDING INTEREST

Interest at a rate in accordance with Section 34 of the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 as set out in the prayer above.

This Plaintiff was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, George Town, PO Box 31726, Grand Cayman, KY1-1207, Cayman Islands (ref: 419891.0006)

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2017

B E T W E E N:

GRAND PLAZA HOLDINGS LIMITED

Plaintiff

AND

LEICESTER NORMAN GRAHAM

Defendant

EXHIBIT "POC1"

LEASE

REGISTRATION SECTION	BLOCK	PARCEL
George Town Central	13D	366

I **KENT RANKIN**
Of P.O. Box 236 GT
Grand Cayman

HEREBY LEASE TO **LEICESTER NORMAN GRAHAM**
Of P.O. Box 2123
Grand Cayman
KY1-1105

The land comprised in the above mentioned title which is shown on the registry map as parcel number 366 or on the filed plan as number For the term of ONE YEAR from the 1st day of NOVEMBER 2009 at the annual rent of Seven Thousand Five Hundred And Sixty Cayman Islands Dollars (CI\$7,560.00) payable annually.

This lease is subject to the terms in the attached Schedule.


Dated this 1 day of NOVEMBER, 2009

Signed by the Lessor) 
KENT RANKIN

In the presence of) C. S. Rankin

Signed by the Lessee) 
LEICESTER NORMAN GRAHAM

In the presence of) 

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SCHEDULE

(1) TERM

KENT RANKIN of P.O. Box 236, George Town, Grand Cayman, (hereinafter called the Landlord) agrees to let and LEICESTER NORMAN GRAHAM of P.O. BOX 2123, GRAND CAYMAN KY1-1105(hereinafter called the "Tenant") agrees to take all that shop and premises number 1 of **The Grand Plaza** more fully delineated in red on the Second Schedule hereto (hereinafter called the shop) subject to the terms contained in this schedule for the term of ONE YEAR from the 1ST day of NOVEMBER 2009 (the commencement date). Subject to the provisions for sooner determination herein contained.

(2) RENT

The Tenant agrees to pay rent in the sum of Seven Thousand Five Hundred And Sixty Cayman Islands Dollars (**CI\$7,560.00**) (hereinafter called the rental sum) payable in equal monthly installments of Six Hundred AND Thirty Cayman Islands Dollars (**CI\$630.00**) from the commencement date in advance on or before the first day of every month and if such rent remains unpaid beyond the **fifth day of such month** it shall incur a **late fee of Twenty Five Cayman Islands Dollars (CI\$25.00) per day** until such rent is paid and such late fees aforesaid are payable upon being incurred.


(3) TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

- a. To pay the rental sum as specified herein and to pay the Landlord any sum payable to the Cayman Islands Government or to any other authority in respect of the shop for rates, taxes, assessments or outgoings whatsoever now or hereinafter imposed or charged and such additional payment shall be made on the date for payment or rent upon demand by the Landlord.


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- b. To pay all utility costs for telephone, electricity and other utilities actually consumed or used in the shop during the said term.
- c. To keep the interior of the shop well and sufficiently cleaned and in good and tenantable repair and condition and to repaint with original color and quality all such areas of the interior of the shop as re presently painted at least once in every other year during the rental term.
- d. Not to alter, injure, cut or maim or damage any of the floors, walls, partitions, ceilings, windows, doors, cables, wire, channels, pipes, ducts, appurtenances, Landlord's fixtures or fittings including air-conditioning and other equipment in, of or to the shop and not to make any alterations or additions to the interior or exterior appearance of the shop without the previous consent in writing of the Landlord.
- e. To allow any servant, agent or employee of the Landlord to enter the shop with all necessary appliance upon the shop at any time for the purpose of examining the condition thereof or of doing such work and things as may be required for any repairs, alterations, additions, maintenance, cleaning, installations, improvements or renewals of or to the shop or any surrounding structure or equipment or fixtures therein and also for the purpose of viewing the state and condition of the shop and before expiration of one month's notice given in writing by the Landlord or its agents to execute the repairs stated in such notice and if the Tenant shall within such time fail to execute such work the Landlord may then effect such repairs and recover the cost thereof from the Tenant but without prejudice to the Landlord's right or re-entry hereinafter mentioned the Landlord shall be entitled to exercise all such rights without payment of compensation to the Tenant in respect of any nuisance, annoyance, inconvenience or other damage caused to the Tenant its servants, agents, licensees or invitees thereby.
- f. To use or permit to be used the shop only for the operating of a **Detox Center** and purposes connected therewith and for no other purpose.
- g. Not to do or suffer to be done or brought upon or within the shop anything which violates any law, act or regulation of the Cayman Islands or which in the sole discretion of the Landlord shall constitute or may be or become a nuisance or annoyance to or in any way interfere with the



- quiet and peaceful use of any adjoining or neighboring premises.
- h. To observe and conform to all regulations, rules and restrictions made by the Landlord or its employees or agents for the proper management and control of the Airport Centre and for the safety, comfort and health of persons using or occupying the same as notified by the Landlord or its employees or agents to the Tenant from time to time.
 - i. Not to store or bring upon the shop any articles of a dangerous nature and not to do or suffer to be done anything whereby the policy or policies of insurance on the shop or on the The Grand Plaza against fire or any other risk may become void or voidable or whereby the premium thereon may be increased and to repay to the Landlord all sums paid by the Landlord by way of increased premiums and all expenses incurred by the Landlord in or about renewal of such policy or policies and any other expenses or charges incurred by the Landlord or rendered necessary by reasons of a breach or non-observance of this provision.
 - j. To obtain and keep in force all the sole expense of the Tenant a policy of insurance against public liability in respect of death, injury or other damage to persons when in or upon the leased premises with an insurance company and in an amount of not less than CI\$250,000 such policy naming the Landlord as an additional insured party and to pay all premiums necessary for the above purposes and to produce to the Landlord or its agent on request the policy and the receipts for payment of the premium.
 - k. Not without the prior consent of the Landlord to install any television, loudspeaker or similar apparatus or related equipment on or to the exterior of the shop.
 - l. To keep and maintain adequate fire prevention and fire detection equipment at the shop at all times.
 - m. Not to paint or affix or exhibit any name or writing or any sign, placard, or advertisement in the common areas of the The Grand Plaza or the shop without the previous consent in writing of the Landlord.
 - n. Not to charge, encumber, assign, sublet or part with possession of the shop or any part thereof without the previous consent in writing of the Landlord.
 - o. Not to bring or permit to be brought any animals or birds into the shop and not to use the shop or The Grand Plaza

Initials  4

or permit the same to be used for any illegal or immoral purpose or any purpose of a nature which in the sole discretion of the Landlord is likely to injure the reputation of The Grand Plaza and to confine all vehicles to the areas specifically provided therefore. No car washing to be carried out at the front of the premises.

- p. To indemnify and hold harmless the Landlord against all damage, loss or injury to the shop or the appurtenances and equipment therein and thereto or to any person caused by an act, default, or negligence of the Tenant, its servants, agents, licensees or invitees and to pay and make good to the Landlord all and every loss or damage whatsoever incurred or sustained by the Landlord as a consequence of every breach or non-observance of the Tenant's covenants herein contained and to indemnify and hold harmless the Landlord against all actions, claims, liability, costs and expenses thereby arising.
- q. To yield up the leased premises at the expiration or sooner determination of the term hereby created with the Landlord's fixtures and fittings therein in good and tenantable repair and condition.
- r. To pay all stamp duty registration fees and other dues attracted by this lease from time to time and the registration thereof in full and in a timely manner.
- s. To pay to the Landlord a security deposit of **CI\$780.00** on or before the execution of the lease which shall be held by the Landlord as security for the Tenant abiding by all covenants and stipulations of the lease and for making the following payments:
 - i. The deposit may be charged by Landlord for any unpaid rents or damages which damages shall be deemed payable in the absolute discretion of the Landlord.
 - ii. In the event of a charge against the deposit by the Landlord, the Tenant is deemed automatically notified to pay Landlord such sum as required to replenish the deposit to the total original deposit of CI\$780.00. The payment required by this clause is to be made by Tenant to the Landlord within seven days of the date of the charge on the deposit. Failure to make timely payment as defined by this term shall constitute a default of this lease by the Tenant.

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iii. At the end of this rental term, the balance of the security deposit less charges for unpaid rents, unpaid late charges or unremedied damages shall be refunded to Tenant within thirty days of all claims and damages being settled.

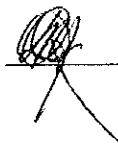
(4) The rent payable from and after the 1st day of November 2009 shall be increased by the Landlord by not less than two percent (2%) per annum and not more than ten percent (10%) per annum.

(5) LANDLORD COVENANTS

The Landlord hereby covenants with the Tenant as follows:

- a. Subject to the provisions of the lease and the tenant's covenants herein to keep the roofs, structure, exterior walls, plumbing, drainage, electrical and other apparatus of and to the The Grand Plaza in good and tenantable repair.
- b. To keep the air conditioning equipment installed in the leased premises and The Grand Plaza in good running order electrical power failure or other causes beyond the control of the Landlord excepted. And the Landlord shall be entitled without liability whatsoever to the Tenant to stop the said equipment in order to carry out such maintenance, repairs, improvements or alterations thereto as may be necessary or desirable from time to time.
- c. That the tenant upon complying with all the terms of the Lease shall hold and enjoy the leased premises without any interruption by the Landlord.
- d. That the Landlord on the written request of the Tenant no less than three months before the expiration of the term hereby created, and if there shall not at the time of service of such request be an existing material breach or material non-observance of any of the covenants on the part of the tenant hereinbefore contained at the expense of the tenant shall grant it first priority for renewal of the lease for a further term of one (1) year from the expiration of the term hereby created at a rent to be determined by the Landlord in accordance with Section 4 of this agreement.

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(6) TERMINATION OF LEASE

If at any time during the term hereby created the shop shall be destroyed or damaged by fire, storm, Act of God so as to become totally unfit for occupation and use and such damage shall in the opinion of the Landlord not be capable of repair within one hundred and eighty days of its occurrence then the Landlord shall be under no liability to reinstate the shop and in such case either party shall have the right to terminate this lease by giving to the other fourteen day's notice in writing whereupon the term hereby created shall absolutely determine but without prejudice to the rights and remedies of the Landlord in respect of any previous claim or breach of covenant or condition herein.

- (7) If the rent shall at any time be unpaid on the due date or if there shall be any breach or non-observance by the Tenant of any of the other covenants and conditions herein contained on the part of the Tenant to be performed and observed or if the Tenant for the time being shall become bankrupt or being a company shall be wound up either compulsorily or voluntarily or if the Tenant shall enter into any arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress, or execution to be levied on the Tenant's goods, or if the Tenant being a company shall be unable to pay its debts within the meaning of the Companies Law, then and in any of the said cases happening it shall be lawful for the Landlord to serve on the Tenant a notice in accordance with Section 56 of the Registered Land Law, and if the Tenant fails to meet the requirements of such notice within fifteen days in the case of non-payment or short-payment of rent, and within thirty days in any other case which the Tenant hereby agrees to be a reasonable notice period it shall be lawful for the Landlord at any time after the expiry of such notice to enter into and upon the leased premises or any part thereof in the name of the whole and the term hereby created shall absolutely determine, anything herein contained to the contrary notwithstanding; but without prejudice to any rights of action or remedy of the Landlord in respect of any antecedent or continuing breach of any of the covenants by or obligations of the Tenant herein contained.

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(8) Either party to this Lease may terminate the Tenancy hereby created upon giving three (3) calendar months clear written notice of such intention to be sent by registered post to either party and such notice shall not be deemed to effected until three days have elapsed from the date of posting.

(9) **LAW**


This lease shall be construed and governed according to the Laws of the Cayman Islands.

Signed by the Landlord




Landlord

In the presence of:



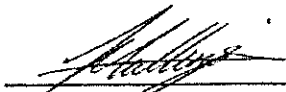
Witness

Signed by the Tenant



Tehant

In the presence of:



Witness

SECOND SCHEDULE

The shop shall comprise **ALL THAT** premises within the development known as The Grand Plaza situated at Howard Street, George Town, Grand Cayman, Cayman Islands, being No. 1 shown edged in red on the Plan annexed hereto and having a total floor area of approximately 300 square feet and being part of Parcel 366 in Block 13D in the George Town Central Registration Section **TOGETHER WITH** the right for the Tenant the Tenant's agents, employees or invitees to use the common property.

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IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2017

B E T W E E N:

GRAND PLAZA HOLDINGS LIMITED

Plaintiff

AND

LEICESTER NORMAN GRAHAM

Defendant

EXHIBIT "POC2"

HSM

Our ref: 419891-0006

BY PERSONAL SERVICE

Date 16 August 2017

Leicester Norman Graham
PO Box 2123, Grand Cayman
KY1-1105
Cayman Islands.

HSM Chambers

68 Fort Street
PO Box 31726
George Town
Grand Cayman KY1-1207
Cayman Islands

T: +1 345 949 4766
F: +1 345 946 8825
www.hsmoffice.com

FORMAL DEMAND
Response required in 7 days

Dear Sir,

Re: Lease Agreement dated 1 November 2009
Unit 2 of Grand Plaza Holdings Limited Block 13D, Parcel 366 ("the Property")

We act on behalf of Grand Plaza Holdings Limited ("our Client").

We are instructed that you entered into a lease agreement in respect of the aforementioned Property on or around 1 November 2009 ("the Lease"). It was an express term of the Lease that you pay your rental liability of CI\$630.00 per month.

In breach of the Lease, you failed to pay the rental liability and as at 1 July 2017, you are indebted to our Client in the sum of CI\$11,340.00.

In addition to the amounts stated above, our Client is entitled to claim legal fees as a result of having to refer this matter to its Attorneys for collection. As of the date of this letter, such fees stand at CI\$410.00, which we demand in addition to the sum stated above.

Accordingly, on behalf of our Client, we hereby demand payment of the following sums within 7 days:

- CI\$11,340.00 rental arrears;
- CI\$410.00 legal fees.

Should you fail to pay these amounts within seven (7) days of this demand, we are instructed to take further enforcement action against you which may include, but shall not be limited to, issuing notice of forfeiture and/or legal proceedings to recover possession of the Unit. Should this become necessary, you will be held liable for further amounts by way of interest and legal costs.

Please direct any response to the attention of our Debt Collection Team.

Yours sincerely,

HSM Chambers
HSM Chambers
Attorneys-at-Law