

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC 211 OF 2018

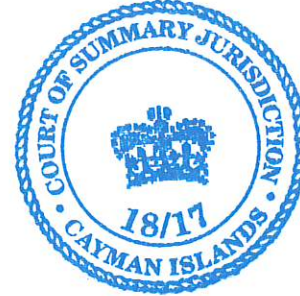
B E T W E E N:



KENTSVILLE LTD.

AND

ALLEN DALE SCOTT



Plaintiff

Defendant

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PLAINT

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TO:

**Mr. Allen Dale Scott**  
Harbour View,  
P.O. Box 10505,  
George Town  
Grand Cayman,  
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 22 day of October 2018

**See overleaf for particulars of the Plaintiff's claim**

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**PARTICULARS OF CLAIM**

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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 10505, George Town, Grand Cayman, Cayman Islands.
3. Pursuant to an agreement dated 29 September 2016, the Plaintiff agreed to lease to the Defendant the property known as and situate at Unit #33 of Kentsville Ltd. located at Registration Section George Town East, 60 Kentsville Drive, Block 19E, Parcels 109 and 119 ("the Demised Premises") from 1 November 2016 to 31 October 2017 for CI\$720.00 per calendar month ("the Lease").
4. The following, *inter alia*, were terms of the Lease:

**"2. Term:**

*The term of this lease shall be for the period set forth below:*

*Lease Beginning Date: November 1, 2016      Lease Ending: October 31, 2017      Move-in Date: October 22, 2016.*

- A. *Monthly Rent of CI\$720.00 (Cayman Islands Dollars) paid on the first (1<sup>st</sup>) day of each month to hold unto the Tenant for the term of 12 (Twelve Months commencing on November 1, 2016, and the total rent for the term the Tenant agrees to pay the Landlord is CI\$8,640 (Eight Thousand Six Hundred Forty Cayman Islands Dollars). The Tenant accept all conditions and policies set forth here in this lease agreement accepting said Clause 2 and all Terms, Clauses and, Sub-clauses hereafter.*

...

**4. Rent:**

The Tenant agrees to pay to Landlord in advance at the commencement date of this Lease and thereafter on the first day of each and every consecutive calendar month hereafter, money order, cash, or cashier's check, the monthly rental amount set forth herein above. For purposes of this Lease Agreement it shall be irrefutable presumed that Tenant has not paid rent unless Tenant on a date other than the first date of the month, the Tenant shall be responsible for paying Landlord a prorated amount of said rent payable in advance to Landlord. All late fees and returned or dishonoured check fees referred to in Clause Five (5) of this Agreement shall be deemed as additional rent for the purpose of this agreement. The Landlord and Tenant agrees that monies cannot be deduct from the monthly rent due as per Clause 2 for any fees or charges for payment of any services for repairs or levy any charges against the monthly rent for delays in maintenance and servicing repairs. The Tenant must report all maintenance and servicing to the Landlord within 24 hours of said matters occurring. The Landlord agrees to expedite said maintenance and servicing in a timely manner to alleviate the Tenant from any distress during occupancy.

5. **Late Payments and Returned Checks and Charges:**

A. A seventy-five 00/100 dollars (\$75.00) sum will be due as late fee for rent received after 5:00pm on the third (3<sup>rd</sup>) day of the month.

...

F. All such charges set forth in the preceding section of this paragraph five (5) shall be deemed additional rent for the purposes of this lease agreement and Landlord shall be required to give Tenant statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three day notice period for non payment of rent.

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17. **Default by Tenant:**

E. The Tenants agree to pay to the Landlord/Agent service and attorneys fees and all expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rents, outstanding utilities, purchase and installation of new fixtures/fittings, purchase new furniture/appliances which was a direct result of negligence or damage above normal wear and tear by the Tenant.

**18. Liquidated Damages:**

*In addition to all other damages to which Landlord is entitled as set forth herein, in the event the Tenant defaults under the terms of this lease as provided in paragraph 18, the Tenant shall be responsible to the Landlord for damages for unpaid rent, unpaid rent during the notice period pursuant to paragraph 16, late charges, attorney's fees, and/or fee paid to any collection agency, cost and other special and general damages appearing thereto. It is hereby expressly recognized and caused to Landlord, its successors and/or assigns, resulting from a breach by Tenant of the covenants contained in this lease agreement, can be determined. For purpose of liquidated such damages, other than for damages to the subject demised premises above and beyond normal wear and tear, NSF charges and other special damages, attorney's fees and cost, it is agreed that in the case of any breach by the Tenant of the covenants contained herein the damages for arrears of rent and late charged caused shall be and are herby (sic) fixed, liquidated and determined to be equal to the rent and late charges accruing up through the end of the month in which Tenant vacates the apartment plus an additional amount equal to rent and late charges for two additional months after the date of said breach. The Landlord, its successors and assigns are herby (sic) given the right to recover said damages from Tenant by use of any appropriate legal means. These liquidated damages are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges, and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, attorney's fees and costs, and collection expenses and costs.*

**23. Attorney's Fees:**

*In the event legal action is instituted to enforce this agreement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding, before any appellate tribunal. In the event the Landlord employs the services of a collection agency to collect any money owed Landlord by Tenant, Tenant shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred thereby the Landlord, in addition to all other amounts owed.*

6. 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".

7. In breach of the terms of the Lease, the Defendant failed to pay the rent as and when due.
8. On or around 21 September 2018, the Defendant was personally served with a Notice of Forfeiture dated 28 August 2018 demanding payment of the arrears of rent totalling CI\$8,590.00 within 14 days of service (the "Demand").

Exhibited as "**POC2**" is a copy of the aforementioned Notice.

9. On or around September 2018, the Plaintiff become aware that the Defendant vacated the Demised Premises.
10. The Defendant failed to comply with the terms of the Notice and as of 22 October 2018 the Defendant is indebted to the Plaintiff in the sum of CI\$8,590.00 ("the Principal Sum") together with statutory interest thereon.
11. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF** claims:

- a) CI\$8,590.00 being the principal sum due as at 22 October 2018;
- b) Pre- and post-judgment interest from 22 October 2018 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\$0.56 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*

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

### **INDORSEMENT**

The principal amount claimed in respect of the debt is a) CI\$8,590.00 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: 419892.0007).

IN THE SUMMARY COURT AT GEORGE TOWN

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B E T W E E N:

KENTSVILLE LTD.

Plaintiff

AND

ALLEN DALE SCOTT

Defendant

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**ACKNOWLEDGMENT OF SERVICE**

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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 Plaintiff is acknowledged accordingly.

\_\_\_\_\_  
Defendant's Signature

Dated this      day of      2018.

**See overleaf**

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**PARTICULARS OF DEFENCE**

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1. [*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 damages to him*]

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Defendant's Signature

**REMINDER** -This form must be taken or sent to the Court Office, P.O. Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

KENTSVILLE LTD.

Plaintiff

AND

ALLEN DALE SCOTT

Defendant

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EXHIBIT "POC1"

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# The Kentsville Apartment Tenant Lease

THIS LEASE made this 29<sup>th</sup> day of September 2016, by and between KENTSVILLE of P.O. Box 236 GT, Grand Cayman, hereinafter called "Landlord or Lessor," and ALLEN DALE SCOTT of Harbour View, George Town, P.O. Box 10505 G.T. hereinafter called "Tenant or Lessee," of the following described premises:

Apartment No. 33 at 60 Kentsville Dr, George Town, Grand Cayman

**NAMES OF OCCUPANTS:**

**ALLEN DALE SCOTT**

Other than the above listed occupants, no persons are permitted to occupy the premises without Landlord's advance written consent.

1. **OFFER TO LEASE** Tenant agrees to pay rent and other charges as set forth below, the Landlord acknowledges receipt of the sum set forth below:

	Payable Prior To Occupancy	Received	Balance Due Prior to Occupancy
<b>RENT:</b>			
Apartment Rent Prorated from 22 of Month	\$232.25	\$0	\$232.25
Base Monthly Rent (\$) 720.00	\$720.00	\$0	\$720.00
<b>DEPOSIT:</b>			
Security Deposit (\$) 820.00	\$820.00	\$0	\$820.00
<b>TOTAL</b>	<b>\$1,772.25</b>	<b>\$0</b>	<b>\$1,772.25</b>

**FORMS ATTACHED:**

- A. All Rules and regulations and Standard cleaning and Move-In Inspection forms attached hereto form part of said lease agreement and must be duly executed by the Tenant.

2. **TERM:** The term of this lease shall be for the period set forth below:

Lease Beginning Date: NOVEMBER 1, 2016 Lease Ending Date OCTOBER 31, 2017 Move-in Date OCTOBER 22, 2016

- A. Monthly Rent of **CIS\$ 720.00** (Cayman Islands Dollars) paid on the first (1<sup>st</sup>) day of each month to hold unto the Tenant for the term of 12 (Twelve Months) commencing on the November 1, 2016, and the total rent for the term the Tenant agrees to pay the Landlord is **CIS\$8,640.00** (Eight Thousand Six Hundred Forty Cayman Islands Dollars). The Tenant accept all conditions and policies set forth here in this lease agreement accepting said Clause 2 and all Terms, Clauses and, Sub-clauses hereafter.
- B. In the event that the subject demised premises is not available to Tenant for occupancy on the commencement date of this lease as aforesaid due to construction delays or the failure of prior Tenant to timely vacate the premises, or for any other reason beyond the control of the Landlord, the Landlord shall not be liable to Tenant for any damages arising from same, and this lease shall remain in full force and effect. In such event however, the Tenant shall not be responsible for paying rent to the Landlord on the prorated basis for these days during the first calendar month of occupancy that the subject demised premises was available for occupancy by Tenant, Tenant may declare this Agreement null and void and of no

Initials

*[Handwritten Signature]*

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*[Handwritten Signature]*

force or effect from its inception and Landlord shall refund to Tenant any security deposit and/ or other amounts paid Landlord by Tenant in conjunction with this Lease Agreement only.

3. **DEMISE:** In exchange for valuable consideration including, without limitation, the promise by Tenant to pay Landlord the rental payments set forth herein, and the performance by Tenant of all other terms, conditions and covenants in this Tenantal lease agreement as well as any addenda hereto (any and all such addenda are incorporated herein by reference and made a part hereof), Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the apartment at the address above.

4. **RENT:** The Tenant agrees to pay to Landlord in advance at the commencement date of this Lease and thereafter on the first day of each and every consecutive calendar month hereafter, money order, cash, or cashier's check, the monthly rental amount set forth herein above. For purposes of this Lease Agreement it shall be irrefutable presumed that Tenant has not paid rent unless Tenant can produce a canceled check or money order or receipt purporting to prove rent has been paid to Landlord. If this lease commences on a date other than the first date of the month, the Tenant shall be responsible for paying Landlord a prorated amount of said rent based upon the actual number of days in the first month of the tenancy that Tenant occupied the Apartment. This amount shall be payable in advance to Landlord. All late fees and returned or dishonored check fees referred to in Clause Five (5) of this Agreement shall be deemed as additional rent for the purpose of this agreement. The Landlord and Tenant agrees that monies cannot be deduct from the monthly rent due as per Clause 2 for any fees or charges for repairs or levy any charges against the monthly rent for delays in maintenance and servicing repairs. The Tenant must report all maintenance and servicing to the Landlord within 24hours of said matters occurring. The Landlord agrees to expedite said maintenance and servicing in a timely manner to alleviate the Tenant from any distress during occupancy.

5. **LATE PAYMENTS AND RETURNED CHECKS AND CHARGES:**

- A. A seventy-five 00/100 dollars (\$75.00) sum will be due as late fee for rent received after 5:00pm on the third (3<sup>rd</sup>) day of the month.
- B. Twenty-five 00/100 dollars (\$25.00) will be due each dishonored check.
- C. Landlord reserves the right to require all payments received after due date to be made by money order, cashier's check or certified check.
- D. Tenant agrees that Tenant shall redeem any checks dishonored by the bank from Landlord in full, including all charges as aforesaid, by cash, cashier's check, money order, or certified check within twenty-four (24) hours of delivery of written demand by Landlord therefore. Any dishonored checks which is returned and/or redeemed after the date rent is due under this lease, shall be deemed delinquent and such rental payments shall be subject to the late fee and penalties set forth herein. In addition, Tenant shall pay to Landlord any and all cost incurred by Landlord in the collection of any dishonored check.
- E. In the event that two checks are dishonored, Tenant agrees to pay all future rent and other charges by cashier's check, certified check, cash, or money order. Landlord shall not accept personal checks thereafter.
- F. All such charges set forth in the preceding section of this paragraph five (5) shall be deemed additional rent for the purposes of this lease agreement and Landlord shall be required to give Tenant statutory three day notice and not a seven day notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the statutory three day notice period for non payment of rent.

6. **SECURITY DEPOSIT:** Tenant agrees to pay the Landlord at the time Tenant applies for the apartment, a security deposit, the amount of which is set forth hereinabove, for Tenant's fulfillment of the terms and conditions of this Agreement. The security deposit will be returned to the Tenant within thirty (30) days after the apartment is vacated if the following terms and conditions have been fulfilled:

- A. The lease term has naturally terminated or this agreement has been terminated in writing by both parties;
- B. All monies due Landlord by Tenant have been paid in full
- C. The apartment is not damaged and is left in its original condition, normal wear and tear excepted.
- D. Landlord received a sixty day written notice of Tenant's intention to vacate prior to the expiration of this lease.
- E. Keys are returned to the Landlord.
- F. Thorough cleaning of the premises, including, but not limited to all kitchen appliance (refrigerator, oven range, exhaust fan).
- G. Bath, carpet, tiles, walls, closets/storage areas, patios, ect, so as to be in the same condition as same were in commencement date of term of the lease, normal wear and tear excepted.
- H. For the repair of all damage done to the premises during the term of this lease.

The deposit may be applied by Landlord to satisfy all or part of Tenant's obligation hereunder and such application shall not be prevent Landlord from claiming damages in excess of the deposit. It is hereby expressly understood that no part of the security deposit is to be construed as a prepayment of rent by Tenant. Tenant hereby acknowledges that Tenant has been made aware of the following conditions which read as follows:

- A. "Upon vacating of the premises for termination of the lease, the Landlord shall have (15) days to return the security deposit, or the Landlord shall have (30) days in which to give the Tenant written notice by mail to the Tenant's last known mailing address of his intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form: "This is a notice of my intention to impose a claim for damages in the amount of \_\_\_\_\_ upon your security deposit, due to \_\_\_\_\_. It is sent to you as agreed according to the terms of the Lease. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to P.O. Box 236 GT, Grand Cayman". If the Landlord fails to give the required notice within the 30-day period, he forfeits his right to impose a claim upon the security deposit.

Initials

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- B. Unless the Tenant objects to the imposition of the Landlord's claim or the amount thereof within 15 days after receipt of the Landlord's notice of intention to impose a claim, the Landlord may then deduct the amount of his claim and shall remit the balance of the deposit to the Tenant within 30 days after the date of the notice of intention to impose a claim for damages.
- C. If either party institutes an action in a court of competent jurisdiction to adjudicate his right to security deposit, the prevailing party is entitled to receive his court cost plus a reasonable fee for his attorney. The court shall advance the cause on the calendar."

7. **FAILURE TO COMPLY:** Tenant agrees that the Tenant shall be responsible to Landlord for the rent accruing hereafter even if Tenant fails to occupy the subject demised premises. Tenant further acknowledges that Tenant consents to the application of the security deposit by Landlord in the event that Tenant does not occupy the apartment, to cover Landlord's cost in preparing the apartment for rental and re-renting the apartment together with all and any damages of unpaid rent occurring from the commencement date of this lease up through the date that Landlord is able to relet the property, provided, however, that reletting is on terms equal to or more favorable to Landlord than the terms and conditions set forth in this Lease.

8. **CONDITION OF THE APARTMENT UPON MOVE-IN.** The Tenant agrees that prior to the Tenant taking possession of the subject demised premises, Tenant shall make an initial walk through of the apartment with an agent of Landlord and at such time the Tenant and the Landlord shall so note on a move-in report any and all problems or deficiencies in the apartments that the Landlord shall be reasonably required to repair. The Tenant agrees that other than those items set forth on the move-in report, the Tenant shall accept the apartment as is. Reasonable repairs for purposes of this paragraph shall be those repairs that are required in order to render the apartment habitable. The Landlord shall make all such repairs with reasonable promptness after said move-in report is executed.

9. **SUBLET:** Tenant may not sublet the apartment or assign this lease without the prior written consent of Landlord. In the event Landlord allows subletting or an assignment of Tenant's rights and interest hereunder, Tenant shall nevertheless remain liable to Landlord for all terms, conditions and covenants of this Tenant's lease agreement, including, but not limited to, the payment of rent. The Landlord and Tenant agree that should any default of this section take place whereby the Tenant has sublet the unit unknown to the Landlord then the lease shall be breached and all Clauses and sub-clauses of this agreement is therefore enforced. The Landlord and Tenant agree further that all persons occupying under a subletting by the Tenant will be required to vacate the rental unit immediately removing all personal effects and apparatuses belonging to the individual(s) who are considered illegal occupants of the said rental unit are not permitted.

10. **UTILITIES:** Tenant is responsible for the following utilities services:

- A. Electricity
- B. Cable Television
- C. Telephone
- D. Water

Tenant shall take any and all necessary action to transfer utilities and services for which Tenant is responsible into Tenant's name. Any unpaid charges by Tenant for utilities services that are a Tenant responsibility shall be deemed additional rent for the purpose of this lease agreement and Landlord shall give Tenant three days notice for payment of same. It is agreed and understood that Landlord is under no obligation to accept payment of rent and/or additional rent as defined hereinabove after expiration of the three day notice period for payment of rent. Under no circumstances shall Landlord be responsible to Tenant for any interruption in furnishing services.

- A. **Electric** - The Tenant connects this service in his/her name and pays the connection and monthly fees for this service.
- B. **Cable** - The Tenant connects this service in his/her name and pays the connection and monthly fees for this service. Any apparatuses left in the rental unit upon vacating will be disposed of and the Landlord shall not be liable to reimburse the tenant for any apparatuses belonging to either the Tenant or the Cable provider service company.
- C. **Telephone** - The Tenant connects this service in his/her name and pays the connection and monthly fees for this service.
- D. **Water** - The Landlord maintains a water metered account with the local water provider (Water Authority-Cayman) and the Tenant pays the monthly water bill to the local water company. The Landlord will instruct the water company to forward a copy of the monthly water bill to the Tenant. The Landlord collects a water deposit of C\$150.00 refundable when Tenants pay all water bills incurred during the term of this lease. The Tenant must ensure that the bills are paid on a timely basis to avoid disconnection notices or disconnection of service being levied against the Landlord's good name with Water Authority-Cayman. The Landlord reserves the right to request an additional deposit should more than 2 disconnection notices be levied against the account with the Water Authority.
- E. **Interruption of Service** - Interruption or failure of any service maintained for the Premises, if due to causes beyond the Landlord control, shall not entitle the Tenants to any claim against the Landlord or to any reduction in rent, and shall not constitute constructive eviction unless the Landlord shall fail to take such measures as may be reasonable in circumstances to restore the service without undue delay.

11. **PROPERTY LOSS:** Landlord shall not be liable for any damages or losses to persons or property caused by persons other than Landlord. Landlord shall not be liable for personal injuries or damages or loss to Tenant's personal property (furniture, jewelry, clothing, ect.) from theft, vandalism, fire, water, rain storms, smoke, explosions, acts of nature, acts of God or other causes whatsoever, whether caused by negligent acts of the Landlord, it's agents or servants or otherwise. We strongly recommend that Tenant secure insurance to protect Tenant and Tenant's property. Landlord's property insurance does not cover risk of loss to any of Tenant's property. Also if any of Landlord's employees are requested to render any services such as moving automobiles, handling of furniture, cleaning, delivering packages, or any other service not required of Landlord under this agreement, such employee(s) shall be deemed as agent(s) of Tenants regardless of whether or not payment is made by Tenants for such services.

12. **RIGHT TO ACCESS:** Landlord shall have the right to enter apartment upon reasonable notice to the Tenant and at a reasonable time for the purpose of inspection, maintenance and pest control. In case of emergency, Landlord may enter at any time to protect life and prevent damage to property.

Initials

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- A. Sale Clause: If the property is placed on the market for sale during the term of this lease agreement the Landlord agrees and the Tenants accepts that notice will be issued to the Tenants in writing. If an offer to purchase is accepted by the Landlord then the Tenants will have the option to vacate on date of closing, or to accept the new leases and rental policies of the new owner and enter into a new contract with the same expiration date off the previous contract or for a term to be determined and agreed upon by the new Landlord and the Tenants. During the time the property is on the market for sale, the Landlord agrees to show the property giving the tenant not less than 24hours notice and showings will be conducted between Monday - Friday 8:30am - 5pm. The Tenant agrees to keep the property reasonably clean and tidy for all showings.

13. **USE/OCCUPANCY:**

- A. The Premises shall be used solely as a private dwelling for the Tenants except with written permission of the Landlord. The Tenants agree not to use or permit the use of the Premises for unlawful or immoral purposes. The Tenant shall keep Premises and to dispose of same only in accordance with all local laws, rules and regulations.
- B. In the event of an catastrophic event and the property is determined to be livable by the Landlord and the Tenants agree to remain in the property, then the Tenants & Landlord further agree to have the property cleaned and sanitized in keeping with the full terms of this Clause. The Tenants agrees to keep the Premises clean, sanitary and in good order and the premises must be cleaned by a professional service/domestic cleaner or the Tenant on a monthly basis and provide landlord with evidence for same.
- C. The Tenants further agree not to hamper, disturb or interfere with other Tenant(s) in the building/complex/neighborhood not to create or suffer any nuisances, such as loud music, obstruction with debris, vehicles and/or any apparatus, or any other form of unbearable disturbances to any other Tenant or surrounding neighbors in or around the Premises, directly affecting the rights of others, and agrees to comply with all laws, ordinances, rules and regulations of the Landlord and a strata if any together with all directions of governmental authorities.
- D. Upon termination of this lease, the Tenants agree to surrender possession in good clean condition and repair as when received. This includes but not limited to all light bulbs; w/o filters being replaced or any fixtures and fittings replaced/repaired as when the unit was received.
- E. The Tenants shall ensure that the premises and its furnishings and appliances are maintained during the term of the lease, such as keeping them cleaned and in good working order.
- F. Where the need for repairs is determined or caused by minimal normal wear and tear, the Landlord shall pay the cost of the repairs or replacement.
- G. The Tenants must notify the Landlord of any repairs/maintenance issues with regards to the Premises within 24hours or as soon as possible of the matter arising.

15. **MAINTENANCE.** Tenant agrees to make maintenance checks at proper intervals on smoke alarms located in the apartments and to report any and all defects in writing the Landlord immediately. In the event hot water, air conditioning, plumbing, or other equipment shall need repair, and Tenant does not notify Landlord in writing of the needed repair or for any reason that is beyond the control of the Landlord any such utilities required reduction or cut off, the Landlord shall not be liable for any damage arising out of Landlord's failure to furnish such services. Tenant shall maintain the apartment, including the fixture therein, in a clean, sanitary and sanitary condition. Tenant shall not, without the consent of Landlord, alter, remodel or otherwise change the appearance and/or structure of the Apartment, building or grounds.

16. **MONTH TO MONTH LEASE EXTENTION:** If either party so gives notice, this agreement will be extended on a month-to-month basis upon the same terms and conditions as contained herein, except that the rent payable hereunder shall be one hundred and 00/100 dollars (\$100.00) above the monthly rental rate being charged by Landlord for apartment at the community comparable to the apartment at the end of the initial lease term. Tenant or Landlord may terminate the month-to-month lease extension by giving the other party (30) days written notice. At the time this Lease expires, if notice has been given by either party, Landlord shall have the right during the last thirty (30) days of the term of the Lease to enter the apartment without notice at all reasonable times in order to show the premises to prospective Tenants.

17. **DEFAULT BY TENANT:**

- A. The Tenant fail to pay the rent or any other charge required to be paid by the Tenants, or if the Tenants shall breach any of the terms of this lease or any rules attached hereto, the Landlord may give the Tenant 24hours to vacate the property if such default has not been cured immediately.
- B. The Tenant agrees and approves the Landlord, the Landlord/Agent the right without any further notice to the Tenant to take possession by changing the locks and removing any property belonging to the Tenant.
- C. The Landlord shall not be required to return any part or portion of the security deposit but may retain all or any part or portion of the security deposit as liquidated damages or apply all or any part or portion of the security deposit against actual damages sustained by reason of the Tenants default.
- D. The retention of the security deposit shall not be the only remedy to which the Landlord is entitled but the Landlord shall have all recourse against the Tenant provided by this lease and by law, and remedies shall be cumulative and non-exclusive.
- E. The Tenants agree to pay the Landlord/Agent service and attorneys fees and all expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rents, outstanding utilities, purchase and installation of new fixtures/fittings, purchase new furniture/appliances which was a direct result of negligence or damage above normal wear and tear by the Tenant.
- F. The Tenant further agrees that all expenses incurred by the Landlord/Agent shall be borne by the Tenant in recovering possession of the property from the Tenants, including but not limited to professional fees and the services of an Attorney retained by the Landlord/Agent to take full possession.

Initials

*[Handwritten initials]*

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*Ads.*

18. **LIQUIDATED DAMAGES:** In addition to all other damages to which Landlord is entitled as set forth herein, in the event that Tenant defaults under the terms of this lease as provided in paragraph 18, the Tenant shall be responsible to the Landlord for damages for unpaid rent, unpaid rent during the notice period pursuant to paragraph 16, late charges, attorney's fees, and/or fee paid to any collection agency, cost and other special and general damages appearing thereto. It is hereby expressly recognized and caused to Landlord, its successors and/or assigns, resulting from a breach by Tenant of the covenants contained in this lease agreement, can be determined. For purpose of liquidated such damages, other than for damages to the subject demised premises above and beyond normal wear and tear, NSF charges and other special damages, attorney's fees and cost, it is agreed that in the case of any breach by the Tenant of the covenants contained herein the damages for arrears of rent and late charges caused shall be and are hereby fixed, liquidated and determined to be equal to the rent and late charges accruing up through the end of the month in which Tenant vacates the apartment *plus an additional amount equal to rent and late charges for two additional months after the date of said breach.* The Landlord, its successors and assigns are hereby given the right to recover said damages from Tenant by use of any appropriate legal means. These liquidated damages are in addition to all other amounts accruing under the lease, including, without limitation, NSF check charges, utility charges and/or charges for the cost of repair and cleaning of the subject demised premises for wear and tear, damages above normal wear and tear, attorney's fee and costs, and collection expenses and costs.

19. **PETS:** Tenants shall not keep any pets of any kind in apartment, or on or about the community grounds.

20. **POSSESSION/DELAY IN TENDER OF POSSESSION**

- A. Taking of possession of the Premises by the Tenants shall be conclusive evidence against the Tenants, that the Tenants received the Premises in good condition, clean, and all appliances, furniture, fixtures and fittings were in good working order and operational. Tenant accepts that if the premises have some unfinished issues then these can be addressed with Landlord prior to occupancy and both can make alternate arrangements and agree on a suitable timeframe for completion.
- B. The Tenants waive all damages by reason of the landlord failure to give possession on the commencement date. Delay in tendering possession shall extend the termination date of this lease as and when required.

21. **RULES AND REGULATIONS:** Tenant, all occupants of the apartments, Tenant's family, guest and invitees shall comply with all rules and regulations now or hereafter promulgated by Landlord including, without limitation, the printed rules and regulations, if any, attached hereto and incorporated herein by reference. Tenant agrees to abide by all local laws and ordinances and agrees not to engage in any activity in or about the apartment and apartment community including common areas, of an illegal nature, purpose or intent. Tenant further agrees that Tenant, all occupants of the apartment, Tenant's family, guest and invitees shall not be boisterous, disorderly, nor shall they individually or collectively in any way whatsoever disturb the rights, comforts and conveniences of other Tenants of the apartment community. It is agreed and understood by Tenant that Landlord may, in its sole discretion, hereafter, reasonably amend, or alter, the attached rules and regulations of the apartment community, without the prior consent of Tenant, and that Tenant agrees to be bound thereby after receiving written notice of said amendments. All subsequent amendments to the rules and regulations of the apartment community shall be deemed incorporated in this lease by reference immediately upon the delivery of same to Tenant by Landlord. Tenant shall be responsible for the conduct of Tenant, any and all occupants of the apartment, as well as Tenant's agents, invitees and guests, in addition to all other rules and regulations of apartment community promulgated herein and elsewhere.

22. **NO SECURITY SERVICES:** The Landlord agrees and the Tenant accepts that security of self is limited to due care and attention solely of the Tenant. The Landlord agrees to provide adequate lighting in parking lots, walkways and sidewalks and free from overgrown vegetation or apparatuses and adequate maintenance of such areas must be repaired and maintained to a standard that will not present a hazard or obstruction to any Tenant of the complex or prevent the use of said surrounding areas of the rental unit. The Landlord must provide safe exterior of the grounds of the complex for access to the rental unit.

The Landlord agrees and the Tenant accepts that additional security protective services must be obtained by the Tenant from a local agency specializing in said services for the personal protection of self and personal property. The Landlord has no objection to the Tenant installing a personal security system one that is approved by the Landlord. The Tenant agrees to pay for all installation and removal, together with all monthly services associated with installation of said services. The Tenant agrees to make repairs to the property if any installation of said security systems involves changes to the fixtures of the rental unit.

23. **ATTORNEY'S FEES:** in the event legal action is instituted to enforce this agreement hereof, the prevailing party shall be entitled to an award of reasonable attorney's fees, in addition to court and other costs, including, without limitation, fees and costs incurred in conjunction with any proceeding, before any appellate tribunal. In the event Landlord employs the services of a collection agency to collect any money owed Landlord by Tenant, Tenant shall be responsible to reimburse Landlord upon demand for all costs and fees, whether or not contingent, incurred thereby the Landlord, in addition to all other amounts owed.

24. **JOINT AND SEVERAL LIABILITY (Co-Tenants):** If more than one Tenant enters this agreement, the obligations are joint and several. Such Tenant is individually, as well as jointly, liable for full performance of all agreed terms and payment of all sums required hereunder.

25. **NOTICES:** Any notice required by this agreement shall be in writing and shall be posted, hand delivered and/or mailed by registered or certified mail to the Landlord at Landlord's address set forth herein and to the Tenant at his Apartment address.

26. **ENTIRE AGREEMENT:** This Agreement, the rental application and any attached addenda constitute the entire agreement between the parties and no oral statements shall be binding. This Agreement comprises all terms, conditions and

Initials

*[Handwritten signature]*

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*[Handwritten signature]*

agreements of the parties with respect to the subject matter hereof, superseding all prior arrangements or agreements, and except as provided in the rules and regulation in paragraph Twenty One (21) hereabove may not be altered or amended except in writing and signed by authorized representatives of each party hereto.

27. **LAW GOVERNING:** This Agreement shall be construed by and enforced with, and the validity and performance hereof shall be governed in accordance with the basic requirements of the new Residential Tenancy Laws of the Cayman Islands when said law is gazetted.

28. **DRUG-FREE HOUSING CLAUSE:** The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control, shall not engage in or facilitate criminal activity on or near the property, including, but not limited to, violent activity or drug related criminal activity. The Tenant or any member of the Tenant's household shall not permit the dwelling unit to be used for or facilitate, criminal activity, including but not limited to, violent criminal activity or drug related criminal activity.

- A. "Violent criminal activity" means any felonious criminal activity that has one of its elements the use, attempted use or threatened use of physical force against the person or property of another.
- B. "Drug related criminal activity" means the illegal manufacture, sales distribution, or use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in the laws of the Cayman Islands).
- C. One or more violations of this clause constitute a substantial violation of the lease and a material noncompliance with the lease for which the Tenant shall not be given the opportunity to cure. Any such violation is grounds for termination of tenancy and eviction from the unit.
- D. Proof of violation shall be by a preponderance of evidence, unless otherwise provided by law.
- E. In case of any conflict between the provisions of this clause and any other provisions of this lease, the provisions of this clause shall govern.


BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

IN WITNESS WHEREOF, the Landlord and the Tenant have agreed to all the terms and conditions set-forth above in this lease agreement and both parties further agree that should any part of this agreement be breached for whatever purpose will therefore deem this lease agreement null and void and the Tenant agrees to vacate the unit immediately returning all keys to the Landlord. The Landlord and the Tenant have executed this lease the day and year first above written.

Signed by the Landlord

  
\_\_\_\_\_  
Landlord


In the presence of:

  
\_\_\_\_\_  
Witness

Signed by the Tenant

*Allen Scott, October 21st 2016.*  
\_\_\_\_\_  
Tenant

In the presence of:

  
\_\_\_\_\_  
Witness

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO: SC OF 2018

B E T W E E N:

KENTSVILLE LTD.

Plaintiff

AND

ALLEN DALE SCOTT

Defendant

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EXHIBIT "POC2"

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# HSM

HSM Chambers

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Grand Cayman KY1-1207  
Cayman Islands

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**NOTICE OF FORFEITURE**

**Pursuant to Section 56 of the Registered Land Law (2018 Revision)**

**And**

**Clause 17 of the Lease Agreement**

**To: Allen Dale Scott ("Tenant")**  
P.O Box 10505,  
George Town  
Grand Cayman,  
Cayman Islands

**From: Kentsville Ltd. ("Landlord")**  
PO Box 236  
Grand Cayman, KY1- 1104  
Cayman Islands

**Re: Apartment 33, 60 Kentsville Drive, George Town, Cayman Islands ("the Premises") as demised by the lease agreement dated 29 September 2016 ("the Lease")**

**TAKE NOTICE** that it was an express term of the Lease that you paid your rental liability of **CI\$720.00** for the Premises on or before the 1<sup>st</sup> of each calendar month ("the Rent"). You have breached the Lease by failing to pay the Rent as and when due. As at the date of this notice, you are indebted to the Landlord in the sum of **CI\$8,590.00**.

**IN THE EVENT** that payment of the above stated Rent arrears is not made to the Landlord within fourteen (14) days of the date of service of this notice, pursuant to Section 56 of the Registered Land Law (2018 Revision) and Clause 17 of the Lease, the Landlord will exercise its right of forfeiture without further notice to you, ending the Lease.

**IN THE EVENT** that you do not make payment of the above sums within fourteen (14) days of the date of service of this notice, the Landlord will issue legal proceedings to recover possession of the Premises, the costs of which will be payable by you in accordance with Clause 17 of the Lease.

Dated: 28 August 2018

Signed: HSM Chambers  
HSM Chambers  
Attorneys-at-Law for the Landlord