



**IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION**

CAUSE NO: 210 OF 2021

IN THE MATTER OF MAGNETIC RESONANCE IMAGING SERVICES AGREEMENT

BETWEEN **3T CAYMAN LTD.** **PLAINTIFF**
AND **THE CAYMAN ISLANDS HEALTH SERVICES AUTHORITY** **DEFENDANT**

ORIGINATING SUMMONS

TO: The Cayman Islands Health Services Authority
P.O. Box 915
Grand Cayman, KY1-1103
Cayman Islands

AND TO: The Cayman Islands Health Services Authority
95 Hospital Road
Grand Cayman
Cayman Islands

LET THE DEFENDANTS, within 14 days after service of this Summons on him, counting the day of service, return the accompanying Acknowledgment of Service to the Courts office, P.O. Box 495G, George Town, Grand Cayman.

By this Summons which is issued on the application of the Plaintiff, 3T Cayman Ltd., c/o Bedell Cristin, Suite 5305, 18 Forum Lane, P.O. Box 1990, KY1-1104, Cayman Islands, seeks the determination of the Court on the following:

1. A declaration on the provisions contained in an Magnetic Resonance Imaging Services Agreement dated 12 June 2012 between the Plaintiff and the Defendant (the "Agreement") regarding its duration and in particular whether the period of the Agreement is:
 - 1.1. for a period of 10 years and then automatically continuing thereafter until both parties agree to terminate; or
 - 1.2. for a period of 10 years with the parties able to agree an extension beyond this period (i.e. if no such agreement is reached it will terminate automatically after 10 years); or

THIS ORIGINATING SUMMONS was **ISSUED** by **BEDELL CRISTIN** of Suite 5305, 18 Forum Lane, P.O. Box 1990, KY1-1104, Cayman Islands, Attorneys-at-law for the Plaintiff whose address for service is that of its said Attorneys-at-law.

- 1.3. for some other period and/or subject to other rights and obligations of the parties.
2. To the extent not answered by 1, how does the period of the Agreement come to an end;
3. A declaration as to the meaning and effect of the letter dated 18 March 2021 from the Defendant to the Plaintiff as a notice of termination of the Agreement under clause 7.5 of the Agreement;
4. A declaration as to the meaning and effect of the letter dated 1 October 2021 from the Attorney General on behalf of the Defendant to the Plaintiff's attorneys Bedell Cristin where an entitlement not to renew the Agreement is asserted by the Defendant;
5. Is the Defendant bound by the terms of the Agreement after 11 June 2022;
6. An order for the costs of the proceedings as the Court thinks just;
7. Such other orders and relief as the court deems appropriate.

If the Defendant does not acknowledge service, such judgment may be given or order made against or in relation to him as the Court may think just and expedient.

DATED the 4th day of October 2021



BEDELL CRISTIN
ATTORNEYS-AT-LAW FOR THE PLAINTIFF

NOTE - This Summons may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with that date unless renewed by order of the Court.
IMPORTANT

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

THIS ORIGINATING SUMMONS was **ISSUED** by **BEDELL CRISTIN** of Suite 5305, 18 Forum Lane, P.O. Box 1990, KY1-1104, Cayman Islands, Attorneys-at-law for the Plaintiff whose address for service is that of its said Attorneys-at-law.

**DIRECTIONS FOR ACKNOWLEDGMENT
OF SERVICE OF ORIGINATING SUMMONS**

The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessary (although not necessarily in an adversarial manner) you should tick the "Yes" box in paragraph 2 of the acknowledgment of service.
3. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
4. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Originating Summons)".
5. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
6. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
7. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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BETWEEN

3T CAYMAN LTD.

PLAINTIFF

AND

THE CAYMAN ISLANDS HEALTH SERVICES AUTHORITY

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE OF
ORIGINATING SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

1. State the full name of the Defendant by whom or on whose behalf the service of the Originating Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in the proceedings (tick appropriate box)

Yes

No

Service of the Originating Summons is acknowledged accordingly

(Signed)
[Attorney] for [Defendant in person]
Address for service:
Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered principal office.

Please complete overleaf

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

Bedell Cristin
Attorneys-at-law
Suite 5305
18 Forum Lane
Email: laurahatfield@bedellcristin.com
Tel: 345 949 0488

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