

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. of 2021

BETWEEN:

THE PLAZA LTD

PLAINTIFF

AND:

ISLAND PIZZA HOLDINGS LTD

DEFENDANT

WRIT OF SUMMONS

TO: Island Pizza Holdings Ltd
PO Box 10543
Grand Cayman



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

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest these proceedings.

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

Issued this 15th day of October 2021

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

IMPORTANT

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

STATEMENT OF CLAIM

1. By an agreement in writing (the "lease") dated 1 February 2018 the plaintiff let to the defendant the property known as B2 and B7 (the "leased premises") within Queens Court Shopping Centre at West Bay Beach South, Block 13B, Parcel 64.
2. The lease was for an initial five year term with the rent payable in the following amounts:
 - 2.1 US\$5,050.00 per month for the first year,
 - 2.2 US\$5,500.00 per month for the second year,
 - 2.3 US\$5,900.00 per month for the third year,
 - 2.4 US\$6,350.00 per month for the fourth year
 - 2.5 US\$6,800.00 per month for the fifth year ("the Rent").
3. At clause 3(ii) of the Lease, the defendant agreed to pay such proportion of the Common Area Maintenance Charge as the area of the leased premises bears to the total area of all the lettable space within Queens Court Shopping Centre.
4. At clause 3(xiv) of the Lease, the defendant agreed to to pay for any separately metered electricity or water or gas service.
5. Payment of the Rent was to be paid by the defendant to the plaintiff on the 1st day of each month and the payments due with respect to the matters pleaded at paragraphs 3 and 4, within a reasonable period of time after notification of the sums due.
6. The defendant has failed or refused to pay sums due pursuant to its obligations under the Lease and as set out above and as at 1 October 2021 the particulars of the sums due and owing are as follows:

Date	Transaction	Amount (USD)	Balance (USD)
26.05.21	Balance		\$337.08
01.06.21	Rent for June 2021	\$6,350.00	\$6,687.08
01.06.21	Common Area Maintenance	\$968.06	\$7,655.14
01.06.21	Water as at 26.05.21	\$131.03	\$7,786.17
01.07.21	Rent for July 2021	\$6,350.00	\$14,136.17
01.07.21	Common Area Maintenance	\$968.06	\$15,104.23
01.07.21	Water as at 23.06.21	\$135.38	\$15,239.61
13.07.21	Payment	-\$7,449.09	\$7,790.52
01.08.21	Rent for August 2021	\$6,350.00	\$14,140.52
01.08.21	Common Area Maintenance	\$968.06	\$15,108.58

This **WRIT & STATEMENT OF CLAIM** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4th Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: LC/2342)

01.08.21	Water as at 27.07.21	\$193.40	\$15,301.98
01.09.21	Rent for September 2021	\$6,350.00	\$21,651.98
01.09.21	Common Area Maintenance	\$968.06	\$22,620.04
01.09.21	Water as at 26.08.21	\$165.83	\$22,785.87
01.10.21	Rent for October 2021	\$6,350.00	\$29,135.87
01.10.21	Common Area Maintenance	\$968.06	\$30,103.93
01.10.21	Water as at 26.09.21	\$159.70	\$30,263.63

AND THE PLAINTIFF CLAIMS:

- a) The said sum of US\$30,263.63 as monies due and owing.
- b) Costs or alternatively fixed costs in the sum of CI\$500.00 plus filing fees and bailiff's fee for service.

KSG
Attorneys for the Plaintiff

If within the time for returning the Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys the total amount claimed of US\$30,263.63 and all filing fees and all interest claimed all further proceedings will be stayed.

Plaintiff's address for service:

4 th Floor Harbour Centre 42 North Church Street PO Box 2255 George Town, KY1-1107
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DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495GT, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings must also serve a defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2, the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, but he must, within that time, issue a Summons for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a Writ served on the Defendant is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is LIMITED COMPANY the form must be completed by an Attorney or by someone authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian ad litem.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

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DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF 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.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

2 State whether the Defendant intends to contest the proceedings (tick appropriate box)

Yes

No

3 If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick appropriate box)

Yes

No

Service of the Writ is acknowledged accordingly

(Signed) _____

Attorney For

Please complete overleaf

This **WRIT & STATEMENT OF CLAIM** was issued by KSG Attorneys at Law, Attorneys for the Plaintiff whose address for service is 4th Floor Harbour Centre, 42 North Church Street, P.O. Box 2255, KY1-1107, George Town, Grand Cayman. (Ref: LC/2342)

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 or principal office.

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

KSG Attorneys at Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255
George Town
KY1-1107
Grand Cayman

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

[Empty box for Defendant's Attorney indorsement]