

IN THE SUMMARY COURT AT GEORGE TOWN



CAUSE NO. SC _____ OF 2023

WEEN:

CaribbeanMGT Ltd

Plaintiff

AND:

Jenny Elizabeth Carrillo De Miller

Defendant

PLAINT

To the Defendant

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 PO Box 495, George Town, Grand Cayman KY1-1106, Cayman Islands, the accompanying Acknowledgement of Service form 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 Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing **full particulars of your defence**, the Plaintiff may apply for a **default Judgement** without any further notice to you.

Issued this 9th day of February 2023

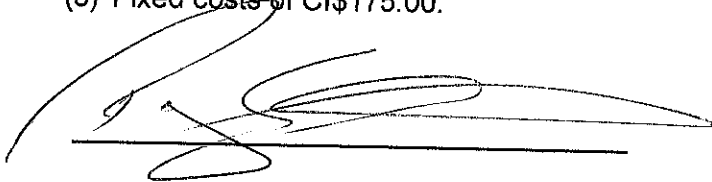
See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. On the 22nd of July 2021 the Defendant entered into an agreement with the Plaintiff for the Plaintiff to sell the Defendant's house at 47 Kitty Clover. The agreement is attached as Exhibit 1.
2. The Plaintiff found a purchaser of the property who wished to rent while purchasing 47 Kitty Clover and a tenancy agreement was entered between the Defendant and the purchaser, Orlando Henriques along with an Offer to Purchase. The rental agreement and the Offer to Purchase are attached as Exhibit 2 and 3 accordingly.
3. The Defendant orally terminated the agreement with the Plaintiff in December 2022 and was informed that if the agreement was terminated a fee for the sale to Mr Henriques would still be due under the terms of the agreement signed on 22nd July 2021.
4. The Plaintiff received an email from the Defendant on 31st January 2023 informing them that 47 Kitty Clover had been sold to Mr Henriques and had closed. A copy of the email is attached as Exhibit 4.
5. The Plaintiff emailed the Defendant by reply and informed her again that a fee would be due under the terms of the agreement and attaching an invoice for the fee. The email and invoice are attached as Exhibit 5 and 6.
6. The Defendant has failed to respond or pay the fee due. A letter before action was sent to the Defendant on 1st February 2023 by email and by hand. A copy of the letter before action is attached as Exhibit 7.
7. The Plaintiff claims that it is due a fee under the terms of the agreement for the introduction of Mr Henriques as a purchaser of 47 Kitty Clover and because he went on to buy the property.
8. The Plaintiff is relying on the Sole Agency clause on page 2 of the agreement where it clearly states "Once this Agreement is terminated you will still have a liability to pay our fees, where a buyer that we introduce goes on to exchange contracts on the property within 12 months of the date of termination." for the proof our fee is due and payable.

And the Plaintiff claims:

- (1) The Sum of \$18,000
- (2) Interest to be charged and continue until this matter is settled at the rate of 5 per annum.
- (3) Fixed costs of CI\$175.00.



Plaintiff's Signature

Plaintiff's address for service

190 North Church Street
George Town
PO Box 11155
Grand Cayman
KY1-1008

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC _____ OF 2023

BETWEEN:

CaribbeanMGT Ltd

Plaintiff

AND:

Jenny Carillo

Defendant

ACKNOWLEDGEMENT OF SERVICE

- 1 State Defendant's name and address –

- 2 State whether the Defendant intends to contest the action

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

- 3 If you do not intend to contest the action, do you want time in which to pay the claim?.

<input type="checkbox"/> Yes	<input type="checkbox"/> 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 Plaint is acknowledged accordingly.

Defendant's Signature

DATED this day of 2023

PARTICULARS OF DEFENCE

COUNTERCLAIM

AND the Defendant claims:

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KYI-1106 Cayman Islands within 14 days of receipt otherwise a default Judgement may be entered against you.

EXHIBIT 1



CARIBBEAN
MGT



Cayman Real Estate
Agency Agreement & Terms of Business

This is a sole agency agreement ("The Agreement") between The Client and CaribbeanMGT Ltd ("CMGT") relating to the marketing and sale of The Property.

Client: Jenny Carrillo ("The Client")

Mobile phone: 924-4324

Other:

Email:

Jenny Carrillo 750 Gndm - 20ms
Corella Drive B.H.

The Property Address: 47 Kitty Lloverhn ("The Property")

The Client Address: 47 Kitty Lloverhn Corella Dr. 38B 47

The Property will be offered for sale at an initial asking price of: C\$ 450,000

Conditions/Comments on price: _____

Our Fee ("The Fee"): 5% of purchase price

Plus all expenses in marketing, promotion and selling the Property, to be agreed in advance

Expenses for sale board, virtual tour, photography, other expenses agreed in advance

Additional Services & Information:	Accompanied viewings preferred:	Yes/No
	Keys provided:	Yes/No
	For Sale Board:	Yes/No

Important Notes:

- You should not sign this Agreement unless you have read, understood and agree to these terms and conditions
- When you sign this Agreement you are doing so on behalf of all owners of The Property
- You hereby confirm your instructions and authorise us to act on your behalf in the sale of The Property

Client signature:

Jenny Carrillo

For and on behalf of The Client:

JENNY CARRILLO PEREZ

Date:

22.07.21



**CARIBBEAN
MGT**



Terms of Business of The Agreement

Sole Agency

You will be liable to pay remunerations to us in addition to any other costs or charges agreed if at any time unconditional contracts for sale of the property are exchanged, with a purchaser introduced by us during the period of agency, or with whom we had negotiations about The Property during that period, or with a purchaser introduced by another agent during that period. Once this Agreement is terminated you will still have a liability to pay our fees, where a buyer that we introduced goes on to exchange contracts on the property within 12 months of the date of termination.

Agency Duration & Termination

This Agreement will run for a minimum period of 14 weeks after which time it will continue until The Property is sold or until the Agreement is terminated. Termination can be effected by either party giving 14 days written notice, subject to the agreed minimum period. If The Client terminates this Agreement prior to the completion of the agreed minimum period, CMGT reserve the right to charge an administration fee of US\$2,500 to cover the costs and time incurred (The Administration Fee”).

If you terminate the Agreement after CMGT have introduced a buyer and you instructed a conveyancing solicitor, but prior to exchange of contracts, an additional fee will be payable to us of 50% of the final sale fee (“The Additional Fee”).

Dual Fee Risk

Dual fee liability may occur where you have previously instructed another agent to sell the Property, or where you instruct another agent to the Property on sole agency or sole selling rights basis, during or after the termination of this agreement.

When Fees Are Payable

The Fee becomes due upon exchange of contracts and is payable upon completion of the sale or 28 days after exchange should completion not take place. Where there is no contract, The Fee is due upon completion of sale. The Client hereby authorise payment to be made by the Client’s solicitor once The Fee becomes payable. CMGT reserves the right to charge interest at the rate of 8% on the outstanding amount if The Fee is not paid within seven days of Completion. If The Additional Fee is due under the Agency Duration and Termination provisions then this will be paid at the same time as The Fee and on the same basis.

The Administration Fee falls due immediately on termination. CMGT reserves the right to charge interest at the rate of 8% on the outstanding amount if The Administration Fee is not paid within seven days of invoicing.

Responsibility For The Fee, The Administration Fee and the Additional Fee

The Client is responsible for the for paying the Fee, and any Additional Fee and/or Administration Fee.

Our Services & Additional Services

When instructing CMGT to market The Property, CMGT will promptly prepare details and actively promote and advertise The Property for sale. CMGT will also assist The Client by acting as an intermediary between The Client and the potential purchasers helping The Client to consider offers and managing the sale process on The Client’s behalf. If The Client has requested any additional services details in the Agreement, these will also be provided.

For Sale Board

Unless specific instructions to the contrary are provided, the Client hereby gives CMGT specific authority to erect a for sale board within the curtilage of the Property. CMGT accept liability for any claim arising in connection with board, unless the action arises as a result of a further board being erected by another agent or The Client or a third party wilfully causing mayhem and destruction to the board or other such event. The For Sale board will at all times remain under the ownership of CMGT. The board will be removed on completion of the Sale or in the event of termination by the Client and expenses arising under the Fee along with The Administration Fee arising hereunder have been paid.

Personal Interest

Where The Client has any connection to CMGT, CMGT must disclose details to any prospective purchaser. Please assist CMGT by indicating if the Client is aware of any business association, family relationship or other connection The Client might have with CMGT or any employee.



CARIBBEAN MGT



Photographic Rights

All rights of photographs, videos, plans, taken of the Property and created of the Property by CMGT or any appointed representative, remain the property of CMGT.

Property Details

The Client agrees to complete a Property Information Questionnaire. The answers to the questionnaire will be used to inform the Property details. A copy of the Property details will be forward to the Client. Under our professional codes and ethics anything we say about the Property must be accurate. It is therefore very important the Client reads the details carefully and immediately inform CMGT if there is anything that is inaccurate. In addition, CMGT are obliged to pass on any material information that would impact on a potential purchaser's transactional decision and so The Client must advise CMGT of anything the Client feels is relevant to this.

Anti-Money Laundering

CMGT is required by law to be able to categorically confirm the identity of each Client. By entering this Agreement, The Client agrees to provide us with the conformation we require. CMGT may either require sight of documentary proof of address, together with acceptable photographic ID, such as passport or photo driving licence, or CMGT may use an electronic verification system. This system allows us to verify you from basic details using electronic data, however, it is not a credit check of any kind so will have no effect on the Client or the credit history. Copies and /or records may be taken and held on file.

Complaints Procedure

CMGT operate a formal complaint procedure and a copy is available on request. CMGT is regulated by the Royal Institution of Chartered Surveyors ("RICS") and through this has membership of The Property Ombudsman ("TPOS") and follow the RICS and TPOS codes of practice. By entering into this Agreement, the Client agrees that if TPOS or RICS ask for information about any aspect of CMGT dealings with the Client we can provide the information; whether that be in relation to complaint or their monitoring process.

Data Protection

CMGT comply with the obligations under the General Data Protection Regulation and CMGT usage policy is attached to the Agreement.

Jurisdiction

This agreement is governed by Law of Cayman Islands and is subject to the exclusive jurisdiction of the Courts of Cayman Islands.



CARIBBEAN MGT



General Data Protection Regulations

In entering into this Agreement with CMGT, the Client will need to provide various pieces of personal information, which CMGT will need in order to provide the Client with the high-quality service required to ultimately facilitate the successful sale of the Property.

The information required will vary depending on circumstances, but in most cases will include:

- Names and addresses
- Contact telephone numbers and email addresses
- Personal identification information and documentation
- Financial information
- Property information

In all cases CMGT will hold your personal information securely, either in hard copy on our property files and/or digitally within our data files. CMGT will provide it to others only where it is required and as outlined below, or in accordance with the Client stipulated wishes.

Identification Details: CMGT may hold copies of your photographic identity documents and at least one document that confirms the Client's home address. This is a statutory requirement to meet money laundering obligations and this information will never be passed to another party, unless so ordered by the Courts or Government body. CMGT are required to retain this personal information for five years to meet our obligation.

For sale boards: CMGT use the services of 3rd party board erecting company to erect our for-sale boards and so will pass on the Clients basic details for them to do this.

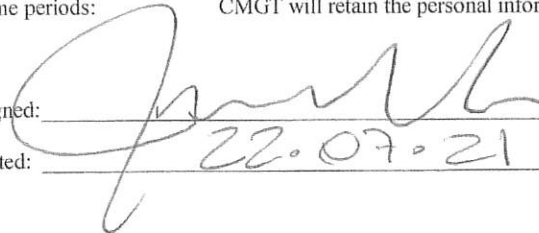
Prospective purchasers: Basic information about the Property will be provided to anyone who makes an enquiry about potentially viewing or purchasing the Property. This information will include the Property details CMGT produced and any information the Client provides to us in a property information questionnaire.

CMGT will organise viewings on behalf of the Client to be convenient to all parties. Where CMGT conduct the viewing for the Client, it is important that any personal information that should not be seen by a viewer is removed or put away.

Negotiating a Sale: CMGT will negotiate with prospective purchasers the potential sale of the Property. This process will involve providing potential purchasers with relevant personal information to facilitate a successful negotiation.

Managing the Sale: Once a sale is agreed CMGT will take all reasonable steps to ensure a successful sale takes place. In order to do this CMGT may well have discussions with the following parties involved in the sale of the Property and others involved in any linked or chain of sales: the buyers, the sellers, their estate agents, solicitors, surveyors, financial services providers, contractors, local authorities and any other involved parties.

Time periods: CMGT will retain the personal information held for up to six years.

Signed: 

Dated: 22.07.21

EXHIBIT 2

TENANCY AGREEMENT

THIS AGREEMENT is made on the 27 day of October, 2022.

BETWEEN:

Jenny Elizabeth Carrillo De Miller of 47 Kitty Clover Avenue (the "Landlord")

AND:

Orlando Ricardo Henriques of 10 Will T Drive, Boddan Town (The "Tenant")

WHEREBY IT IS AGREED as follows:

The property is located at 47 Kitty Clover Avenue block 38B parcel 47, the specific building as described in the FIRST SCHEDULE (the "Building"). The Landlord leases to the Tenant the property described in the FIRST SCHEDULE (the "Premises") together with the fixtures, fittings, furniture, decorations, house wares and llens listed in the SECOND SCHEDULE (the "Chattels") for a term shown in the FIRST SCHEDULE (the "Term") commencing on the date shown in the FIRST SCHEDULE (the "Term Commencement Date") at a rent shown in the FIRST SCHEDULE (the "Rent") and on the other terms specified in this Agreement.

- 1. THE TENANT HEREBY AGREES with the Landlord as follows:
 - 1.1 To pay the Rent on the first day of each month without any deduction, set-off or counterclaim. If the Rent is not received by the Landlord within five (5) days after it is due, the Tenant shall pay to the Landlord a late charge of CI\$50.00. Such late payment will be applied to the Tenant's next billing statement for payment with the Rent. Acceptance of any late charge by the Landlord shall in no event constitute a waiver of the Tenant's default with respect to the overdue amount in question, nor prevent the Landlord from exercising any of the other rights and remedies granted under this Lease.
 - 1.2 To pay all charges for electricity, water, chilled water, internet, cable and telephone consumed or used in the Premises. Tenant shall ensure that it promptly opens and maintains an account with the local water and electricity service providers, or such other utility providers which the Tenant may elect to use from time to time, until the final day of the tenancy.
 - 1.3 To keep the Chattels in the same good repair and condition as they were at the commencement of the Term, with the exception of fair wear and tear.
 - 1.4 The Tenant may not assign, sublet or part with possession of the Premises nor permit any person or persons to occupy the Premises other than those individuals who have signed this Agreement, with the exception of spouses, children and guests, without the prior written consent of the Landlord.
 - 1.5 All adult tenants who reside in the Premises are to sign this Agreement. Where there is more than one Tenant the liabilities, responsibilities and obligations of each Tenant set out or referred to herein shall be joint and several. The Landlord may take action against, or release or compromise the liability of any one of those persons, or grant any time of other indulgence to any one of them, without affecting the liability of any of them.
 - 1.6 Not to make or permit or suffer to be made any improvements, alterations or cause for painting to be done on or about the Premises without the prior written consent of the Landlord which consent may be withheld in the Landlord's absolute discretion. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of the Landlord and shall remain at the expiration of the Agreement, unless otherwise agreed in writing.
 - 1.7 To ensure the air conditioning system in the Premises is maintained at a temperature no higher than eighty (80) degrees Fahrenheit at all times. For the avoidance of doubt, the Tenant shall not be permitted to switch the air conditioning system off.

Tenants Initials: OH

Landlords Initials: Jc

- 1.8 To permit the Landlord to enter the Premises upon a minimum of 24 hours prior written notice (except in the case of emergency) to inspect the Premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this Agreement or relevant legislation. In the event the Tenant is away from the Premises for more than 30 consecutive days, the Tenant agrees to notify the Landlord in writing of such absence. During such absence, the Landlord may enter the Premises at times reasonably necessary to inspect for damages or repair and maintain where necessary.
- 1.9 The Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons.
- 1.10 The Tenant shall use the Premises as a private residence only, and for no other purpose. The Tenant shall not use the Premises or permit the same to be used for any illegal or immoral purpose or purposes. The Premises shall not be used to carry on any type of business or trade where the Tenant receives a fee, compensation or other form of consideration regardless of whether such activity is full-time or parttime or if a license is required for such activity.
- 1.11 Not to do or suffer to be done anything to render the policy or policies of insurance on the Premises held by the Landlord and/or the Strata Corporation (if any) void or voidable or cause the premium thereon to be increased. In such an event, the Tenant shall repay the Landlord all sums paid by the Landlord and/or the Strata Corporation (if any) by way of increased premiums and all expenses incurred by the Landlord in or about any renewal of such policy or policies. The Tenant shall further pay for any other expenses or charges incurred by the Landlord as a result of a breach or non-observance of the provisions of this clause.
- 1.12 The Tenant will indemnify and hold the Landlord and agents free and harmless from any and all liability for loss, claims, injury to or death of any person, including the Tenant, or for damage to property, arising from the Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, in or about the Premises with Tenant's express or implied consent. To avoid any doubt, the Tenant hereby releases the Landlord and its employees and agents from all liability for loss, claims, injury to or death of any person including the Tenant resulting from the Tenant or any other authorised person occupying the Premises during a storm, hurricane or earthquake.
- 1.13 The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the Term of this Agreement. The Tenant shall be responsible to make all repairs to the Premises and the Chattels that may have been damaged by the Tenant's misuse, waste or neglect or that of the Tenant's family, agent or visitor. The Tenant shall promptly notify the Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment.
- 1.14 The Tenant shall keep garbage within the interior of the Premises and shall deposit garbage in proper garbage bins for collection on the appointed day.
- 1.15 Not to alter, add to or otherwise change any locks or bolts on the Premises (except in the case of emergency) without the prior consent of the Landlord as the Landlord will retain the master key. The Tenant is not to give its key to any person other than its children or guests, and if lost, the Tenant must notify the Landlord as soon as practicably possible and shall be responsible for the replacement fee.
- 1.16 To take such reasonable precautions expected to keep the Premises free of infestation by vermin, rodents, ants or fleas. Where such infestation occurs as the result of action or inaction by the Tenant, the Tenant shall be responsible for the appropriate costs in fumigating and cleaning any affected parts and for rectifying and or removing the causes of such infestation
- 1.17 Not to smoke cigarettes, cigars or pipes, or allow any other person to smoke cigarettes, cigars or pipes, in the Premises, or in any common parts of the Building, at any time. If the internal decoration becomes discoloured as a direct result of nicotine stains caused by the Tenant, or other persons smoking in the Premises, the Tenant will be responsible for any costs incidental to the redecoration of the Premises. The Tenant will also be responsible for cleaning the curtains and any other fabrics tainted by odour or discoloured because of cigarette smoke.

Tenant: DA

Landlord: Jc

- 1.18 Pets are permitted only upon written request and approval by the Landlord. Tenant shall provide Landlord with the following information when requesting permission to keep a pet in the Premises: (i) verification that pet has been spayed or neutered and its nails clipped; and (ii) verification that pet has all current vaccinations for respiratory diseases, rabies and distemper. Tenant is responsible and liable for the repair and replacement of all damaged items caused by the pet in the Premises and shall pay an additional deposit specified in the FIRST SCHEDULE (the "Pet Deposit") to cover such costs. Tenant agrees to put pet out for board or otherwise remove pet from the Premises for the balance of the Term if pet becomes a nuisance or annoyance to the neighbours. Tenant also agrees to have pet contained at the request of the Landlord when requesting access for either showing Premises to prospective tenants or in order to make repairs and conduct inspections. Tenant further agrees that when exercising the pet outside the Premises, the pet is leashed and all excrement is promptly removed using a plastic bag and carried to rubbish containers.
 - 1.19 The Tenant shall comply with all laws relating to the Premises and to its use by the Tenant, any rules, regulations or operational provisions made by the Landlord and any by-laws made by the Strata Corporation (if any) in connection with the Building and/or the Development
 - 1.20 It is agreed that the Chattels List attached as the SECOND SCHEDULE is accurate in all respects unless the Tenant brings any errors to the Landlord's attention within one (1) week of the Term Commencement Date.
 - 1.21 During the last two months of the tenancy, the Tenant shall permit the Landlord upon reasonable prior notice to enter and view the Premises with prospective tenants.
 - 1.22 The Tenant shall give the Landlord at least sixty (60) days written notice before the end of the Term either confirming that the Tenant shall vacate the Premises on the expiry of the Term or requesting that the Landlord consider entering into a new tenancy agreement with the Tenant, without any obligation on the Landlord to do so.
 - 1.23 The Tenant shall pay to the Landlord on demand the costs and expenses (including attorney's fees) assessed on a full indemnity basis incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of:
 - (a) the enforcement of any Tenant covenants;
 - (b) preparing and serving any forfeiture notice in connection with this Agreement or taking any proceedings for forfeiture, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; and
 - (c) any consent applied for under this Agreement.
 - 1.24 Upon the signing of this Agreement, the Tenant shall pay to the Landlord a deposit as set out in the First Schedule ("Deposit"). This amount is in addition to, and not in substitution for, any other amounts payable under the terms of this Agreement. The Landlord may withdraw from the Deposit such amounts necessary in order to remedy any breach by the Tenant of any of the provisions of this Agreement and in such an event the Tenant shall immediately reimburse the Landlord any amounts withdrawn.
- On the Expiry of the Term:
- 1.25 To yield up the Premises in good and tenantable repair and condition in accordance with the covenants hereinbefore contained.
 - 1.26 To clean the Premises and the Chattels (or pay for the cleaning) to a good standard, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy. To provide, upon request, receipts to the Landlord to demonstrate compliance with this clause.
 - 1.27 To replace (or reinstate) the Chattels in the same areas of the Premises as at the Term commencement Date.
 - 1.28 To remove all refuse and rubbish from within the Premises and to remove the Tenant's personal belongings, property, foodstuffs, furnishings and equipment on, or before, the last day of the tenancy. All furniture and bulky items may not be stored in the corridors or other parts of the Building and the Tenant shall ensure that such items are promptly removed at the Tenant's expense.

Tenant: *OH*

Landlord: *fc*

- 1.29 To promptly return all keys to the Premises (including any duplicate keys provided during the tenancy) to the Landlord on the last day of the tenancy.
- 1.30 To promptly pay all final accounts in the Tenant's name with all utility service providers connected to the Premises during its tenancy.
- 1.31 If any of the Tenant's belongings, property, personal effects, foodstuffs, furnishings or equipment are left behind at the Premises these will be considered abandoned after the end of the tenancy and after the expiry of seven (7) days written notice sent to the address provided by the Tenant under clause 1.31, then the Landlord may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the fair costs of arranging such removal, storage or disposal and such costs may be deducted from the Deposit or sale proceeds (if any) of the Items. Any surplus costs after such deductions will remain the liability of the Tenant.
- 1.32 The Tenant shall promptly provide or immediately before the expiry of the Term a forwarding address to the Landlord for ease of administration and communication between the parties

2. THE LANDLORD HEREBY AGREES with the Tenant as follows:

- 2.1 Unless the Tenant is in default of any provisions contained hereunder, the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord. The Tenant acknowledges and accepts that there may be certain noises, lights and odours as a result of commercial activity and construction in and around the Development. This may include public and private events, music, concerts and restaurant activities and which may take place outside of normal working hours and over weekends.
- 2.2 To maintain and keep in good and tenantable repair the structure of the Premises.
- 2.3 To keep the Premises insured against loss or damage by fire, hurricane, storm, Act of God and such other risks ("Insured Risks") as the Landlord may think appropriate and in case of substantial destruction or damage (unless the insurance policy becomes irrevocable through any negligence or act of default of the Tenant) which renders the Premises uninhabitable, either party may terminate the Agreement. For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Premises are the Tenant's responsibility and are not covered by an insurance policy maintained by the Landlord.

3. PROVIDED ALWAYS and it is hereby expressly agreed as follows:

- 3.1 If the Rent or any part thereof at any time is unpaid for five days after becoming due (whether formally demanded or not), or if the agreements on the Tenant's part herein contained are not performed or observed, or if the Tenant becomes bankrupt or makes any assignment for the benefit of his creditors, or enters into arrangements with his creditors for the liquidation of debts by composition or otherwise, or suffer any distress or process of execution to be levied upon his goods then, and in any such case the Landlord shall issue a notice to remedy breach to the Tenant. If the Tenant fails to remedy the breach within a reasonable time (as specified by the Landlord), it shall be lawful for the Landlord at anytime thereafter to terminate this Agreement by either (i) re-entering the Premises and thereupon this tenancy shall absolutely determine, or (ii) issuing a notice in writing to the Tenant terminating this Agreement, without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's agreements therein contained.
- 3.2 In the event the Tenant is repatriated by his employer, or is denied a work permit by the Caymans Islands Immigration Board, the tenant must provide documentation supporting such repatriation and must give not less than thirty (30) days prior written notice terminating this Agreement and on expiration thereof, the Tenant shall yield up possession of the Premises to the Landlord and may seek refund of the Deposit subject to clause 3.8.

Tenant: CH

Landlord: Ac

- 3.3 If at any time during the Term the Tenant abandons the Premises, the Landlord may at his option obtain possession of the Premises by any legal means without liability to the Landlord and may, at the Landlord's option, terminate the Agreement. If the Tenant abandons the Premises while the Rent is outstanding and there is no reasonable evidence, other than the presence of the Tenant's personal property, that the Tenant is occupying the Premises, the Landlord may at the Landlord's option terminate this Agreement and regain possession of the Premises in the manner prescribed by law. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord shall consider any personal property belonging to the Tenant and left on the Premises (including on any car parking space specified in the FIRST SCHEDULE) to also have been abandoned. The Landlord may dispose of all such personal property in any manner the Landlord shall deem proper and the Landlord is hereby relieved of all liability for doing so.
- 3.4 Any notice under this Agreement shall be in writing. Any notice to the Tenant shall be sent by prepaid registered post to the address hereinbefore given or left at the last known address in the Cayman Islands and any notice to the Landlord shall be deemed to be sufficiently served if sent by prepaid registered post to the Landlord at its address hereinbefore given. Any notice properly posted to the Landlord or Tenant shall be deemed to have been served within ten (10) days following that on which it was posted.
- 3.5 The Landlord shall not be liable for any damage or injury of or to the Tenant, the Tenant's family, guests, invitees, agents or employees or to any other person entering the Premises, the Building or any part of the Development, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and the Tenant hereby agrees to indemnify, defend and hold the Landlord harmless from any and all claims or assertions of every kind and nature, except to the extent where damage or injury is caused by or due to the gross negligence of the Landlord. This indemnification includes, but is not limited to, any damage or injury which may be incurred by the Tenant, the Tenant's family, guests, invitees, agents or employees or to any other person for damage or injuries that arise from any contact, attack or interaction from or with any animals, domestic or wild, whether such damage or injury occurs on the Premises or off, and the Tenant holds harmless the Landlord from any and all claims or assertions of every kind and nature for any damage or injury the Tenant attributes to any absence or failure of fencing that may be on or surrounding the Premises, except to the extent where damage or injury is caused by or due to the gross negligence of the Landlord.
- 3.6 In this Agreement where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number only shall include the plural number and vice versa and words importing persons and all references to persons shall include corporations and firms and vice versa.
- 3.7 The Tenant will be responsible for the payment of any rates, taxes or stamp duty payable on this Agreement.
- 3.8 The Deposit shall be returned to the Tenant within a reasonable time following of the expiry or earlier termination of this Agreement, except if deductions are made from the Deposit in accordance with clause 1.29. The Deposit (or appropriate balance) will be returned to the Tenant by cheque, bank draft or direct electronic bank transfer (in whichever manner the Landlord elects) and where the Tenant comprises more than one person, the Deposit (or appropriate balance), may be returned to any one of them individually for and on behalf of all Tenants at the written consent of all Tenants. If monies lawfully due to the Landlord under this Agreement are more than the Deposit (or the then balance of it), the Tenant will be liable to pay any excess to the Landlord upon demand.
- 3.9 This Agreement does not constitute a lease nor does it convey an interest in land to the Tenant. For the avoidance of doubt Sections 52 and 53 of the Registered Land Law (2004 Revision) shall not be implied into this Agreement.
- 3.10 The Schedules to this Agreement forms part of (and is incorporated into) this Agreement.
- 3.11 Any capitalized term which is not defined in this Agreement but is given a meaning in the First Schedule, shall have the meaning given to such term in the First Schedule.

Tenant: OH

Landlord: 

FIRST SCHEDULE

Premises: 47 Kitty Clover Avenue Block 38B Parcel 47
 Term: 3 Months
 Term Commencement Date: 27th October 2022
 Rent: KY\$2,500.00
 Deposit: KY\$2,500
 Pet Deposit: NIL
 No. Adults: 2
 No. of Children: 0
 No. of Keys: 2
 Address of Landlord Postal: []
 Physical: []
 Telephone: (345) 5473636
 Rent payment methods: Rent shall be payable either by cheque or cash deposited or transferred electronically into the Landlord's Royal Bank Of Canada, Account number is 7114275. The Tenant shall pay US\$50 for each dishonoured cheque as compensation for additional bank and administration costs incurred by the Landlord.

SECOND SCHEDULE

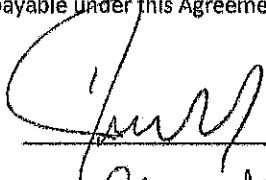
Chattels List

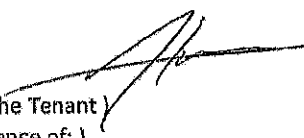

This Chattels List is considered to be correct and complete unless the Tenant notifies the Landlord otherwise within one (1) week of the Term Commencement Date

Tenant: O.H.

Landlord: [Signature]

- 3.12 This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands. The parties submit to the exclusive jurisdiction of the Cayman Islands over any claim or matter arising under or in connection with this Agreement of the legal relationships established by it.
- 3.13 This Agreement constitutes the whole agreement between the parties and supercedes all previous agreements between the parties relating to its subject matter. In entering into this Agreement the Tenant acknowledges that it has not relied upon and shall have no right or remedy in respect of any statement, representation, assurance or warranty made by or on behalf of the Landlord other than as expressly set out in this Agreement.
- 3.14 Other than provided in clause 3.2 this Agreement contains no right for the Tenant to break this Agreement prior to the end of the Term. The Tenant remains liable at all times for the Rent and all other charges payable under this Agreement for the full length of the Term.

Signed by the Landlord 
 In the presence of: Alicia Minatt A. Minatt
 Print Name: Alicia Minatt Jenny Elizabeth Carrillo.
 Witness Alicia Minatt

Signed by the Tenant 
 In the presence of:)
 Witness) By: 
 Print name:) Name: Julia E. Lewis

TENANCY AGREEMENT

THIS AGREEMENT is made on the 22th day of April, 2022.

BETWEEN:

Jenny Elizabeth Carrillo De Miller of 47 Kitty Clover Avenue (the "Landlord")

AND:

Orlando Ricardo Henriques of 10 Will T Drive, Bodden Town (The "Tenant")

WHEREBY IT IS AGREED as follows:

The property is located at 47 Kitty Clover Avenue block 38B parcel 47, the specific building as described in the FIRST SCHEDULE (the "Building"). The Landlord leases to the Tenant the property described in the FIRST SCHEDULE (the "Premises") together with the fixtures, fittings, furniture, decorations, house wares and linens listed in the SECOND SCHEDULE (the "Chattels") for a term shown in the FIRST SCHEDULE (the "Term") commencing on the date shown in the FIRST SCHEDULE (the "Term Commencement Date") at a rent shown in the FIRST SCHEDULE (the "Rent") and on the other terms specified in this Agreement.

- 1. THE TENANT HEREBY AGREES with the Landlord as follows:
 - 1.1 To pay the Rent on the first day of each month without any deduction, set-off or counterclaim. If the Rent is not received by the Landlord within five (5) days after it is due, the Tenant shall pay to the Landlord a late charge of C\$50.00. Such late payment will be applied to the Tenant's next billing statement for payment with the Rent. Acceptance of any late charge by the Landlord shall in no event constitute a waiver of the Tenant's default with respect to the overdue amount in question, nor prevent the Landlord from exercising any of the other rights and remedies granted under this Lease.
 - 1.2 To pay all charges for electricity, water, chilled water, internet, cable and telephone consumed or used in the Premises. Tenant shall ensure that it promptly opens and maintains an account with the local water and electricity service providers, or such other utility providers which the Tenant may elect to use from time to time, until the final day of the tenancy.
 - 1.3 To keep the Chattels in the same good repair and condition as they were at the commencement of the Term, with the exception of fair wear and tear.
 - 1.4 The Tenant may not assign, sublet or part with possession of the Premises nor permit any person or persons to occupy the Premises other than those individuals who have signed this Agreement, with the exception of spouses, children and guests, without the prior written consent of the Landlord.
 - 1.5 All adult tenants who reside in the Premises are to sign this Agreement. Where there is more than one Tenant the liabilities, responsibilities and obligations of each Tenant set out or referred to herein shall be joint and several. The Landlord may take action against, or release or compromise the liability of any one of those persons, or grant any time of other indulgence to any one of them, without affecting the liability of any of them.
 - 1.6 Not to make or permit or suffer to be made any improvements, alterations or cause for painting to be done on or about the Premises without the prior written consent of the Landlord which consent may be withheld in the Landlord's absolute discretion. If any alterations, improvements or changes are made to or built on or around the Premises, with the exception of fixtures and personal property that can be removed without damage to the Premises, they shall become the property of the Landlord and shall remain at the expiration of the Agreement, unless otherwise agreed in writing.
 - 1.7 To ensure the air conditioning system in the Premises is maintained at a temperature no higher than eighty (80) degrees Fahrenheit at all times. For the avoidance of doubt, the Tenant shall not be permitted to switch the air conditioning system off.

Tenants Initials: OH

Landlords Initials: Jc


- 1.8 To permit the Landlord to enter the Premises upon a minimum of 24 hours prior written notice (except in the case of emergency) to inspect the Premises, its fixtures and fittings, and to do work which might be required from time to time in order to fulfil obligations under this Agreement or relevant legislation. In the event the Tenant is away from the Premises for more than 30 consecutive days, the Tenant agrees to notify the Landlord in writing of such absence. During such absence, the Landlord may enter the Premises at times reasonably necessary to inspect for damages or repair and maintain where necessary.
- 1.9 The Tenant shall not cause or allow any unreasonably loud noise or activity in the Premises that might disturb the rights, comforts and conveniences of other persons.
- 1.10 The Tenant shall use the Premises as a private residence only, and for no other purpose. The Tenant shall not use the Premises or permit the same to be used for any illegal or immoral purpose or purposes. The Premises shall not be used to carry on any type of business or trade where the Tenant receives a fee, compensation or other form of consideration regardless of whether such activity is full-time or parttime or if a license is required for such activity.
- 1.11 Not to do or suffer to be done anything to render the policy or policies of insurance on the Premises held by the Landlord and/or the Strata Corporation (if any) void or voidable or cause the premium thereon to be increased. In such an event, the Tenant shall repay the Landlord all sums paid by the Landlord and/or the Strata Corporation (if any) by way of increased premiums and all expenses incurred by the Landlord in or about any renewal of such policy or policies. The Tenant shall further pay for any other expenses or charges incurred by the Landlord as a result of a breach or non-observance of the provisions of this clause.
- 1.12 The Tenant will indemnify and hold the Landlord and agents free and harmless from any and all liability for loss, claims, injury to or death of any person, including the Tenant, or for damage to property, arising from the Tenant's use and occupation of the Premises, or from the acts or omissions of any person or persons, in or about the Premises with Tenant's express or implied consent. To avoid any doubt, the Tenant hereby releases the Landlord and its employees and agents from all liability for loss, claims, injury to or death of any person including the Tenant resulting from the Tenant or any other authorised person occupying the Premises during a storm, hurricane or earthquake.
- 1.13 The Tenant will, at the Tenant's sole expense, keep and maintain the Premises in good, clean and sanitary condition and repair during the Term of this Agreement. The Tenant shall be responsible to make all repairs to the Premises and the Chattels that may have been damaged by the Tenant's misuse, waste or neglect or that of the Tenant's family, agent or visitor. The Tenant shall promptly notify the Landlord of any damage, defect or destruction of the Premises, or in the event of the failure of any of the appliances or equipment.
- 1.14 The Tenant shall keep garbage within the interior of the Premises and shall deposit garbage in proper garbage bins for collection on the appointed day.
- 1.15 Not to alter, add to or otherwise change any locks or bolts on the Premises (except in the case of emergency) without the prior consent of the Landlord as the Landlord will retain the master key. The Tenant is not to give its key to any person other than its children or guests, and if lost, the Tenant must notify the Landlord as soon as practicably possible and shall be responsible for the replacement fee.
- 1.16 To take such reasonable precautions expected to keep the Premises free of infestation by vermin, rodents, ants or fleas. Where such infestation occurs as the result of action or inaction by the Tenant, the Tenant shall be responsible for the appropriate costs in fumigating and cleaning any affected parts and for rectifying and or removing the causes of such infestation
- 1.17 Not to smoke cigarettes, cigars or pipes, or allow any other person to smoke cigarettes, cigars or pipes, in the Premises, or in any common parts of the building, at any time. If the internal decoration becomes discoloured as a direct result of nicotine stains caused by the Tenant, or other persons smoking in the Premises, the Tenant will be responsible for any costs incidental to the redecoration of the Premises. The Tenant will also be responsible for cleaning the curtains and any other fabrics tainted by odour or discoloured because of cigarette smoke.

Tenant: D.H.

Landlord: Jc

- 1.18 Pets are permitted only upon written request and approval by the Landlord. Tenant shall provide Landlord with the following information when requesting permission to keep a pet in the Premises: (i) verification that pet has been spayed or neutered and its nails clipped; and (ii) verification that pet has all current vaccinations for respiratory diseases, rabies and distemper. Tenant is responsible and liable for the repair and replacement of all damaged items caused by the pet in the Premises and shall pay an additional deposit specified in the FIRST SCHEDULE (the "Pet Deposit") to cover such costs. Tenant agrees to put pet out for board or otherwise remove pet from the Premises for the balance of the Term if pet becomes a nuisance or annoyance to the neighbours. Tenant also agrees to have pet contained at the request of the Landlord when requesting access for either showing Premises to prospective tenants or in order to make repairs and conduct inspections. Tenant further agrees that when exercising the pet outside the Premises, the pet is leashed and all excrement is promptly removed using a plastic bag and carried to rubbish containers.
 - 1.19 The Tenant shall comply with all laws relating to the Premises and to its use by the Tenant, any rules, regulations or operational provisions made by the Landlord and any by-laws made by the Strata Corporation (if any) in connection with the building and/or the Development
 - 1.20 It is agreed that the Chattels List attached as the SECOND SCHEDULE is accurate in all respects unless the Tenant brings any errors to the Landlord's attention within one (1) week of the Term Commencement Date.
 - 1.21 During the last two months of the tenancy, the Tenant shall permit the Landlord upon reasonable prior notice to enter and view the Premises with prospective tenants.
 - 1.22 The Tenant shall give the Landlord at least sixty (60) days written notice before the end of the Term either confirming that the Tenant shall vacate the Premises on the expiry of the Term or requesting that the Landlord consider entering into a new tenancy agreement with the Tenant, without any obligation on the Landlord to do so.
 - 1.23 The Tenant shall pay to the Landlord on demand the costs and expenses (including attorney's fees) assessed on a full indemnity basis incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of:
 - (a) the enforcement of any Tenant covenants;
 - (b) preparing and serving any forfeiture notice in connection with this Agreement or taking any proceedings for forfeiture, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; and
 - (c) any consent applied for under this Agreement.
 - 1.24 Upon the signing of this Agreement, the Tenant shall pay to the Landlord a deposit as set out in the First Schedule ("Deposit"). This amount is in addition to, and not in substitution for, any other amounts payable under the terms of this Agreement. The Landlord may withdraw from the Deposit such amounts necessary in order to remedy any breach by the Tenant of any of the provisions of this Agreement and in such an event the Tenant shall immediately reimburse the Landlord any amounts withdrawn.
- On the Expiry of the Term:
- 1.25 To yield up the Premises in good and tenable repair and condition in accordance with the covenants hereinbefore contained.
 - 1.26 To clean the Premises and the Chattels (or pay for the cleaning) to a good standard, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy. To provide, upon request, receipts to the Landlord to demonstrate compliance with this clause.
 - 1.27 To replace (or reinstate) the Chattels in the same areas of the Premises as at the Term commencement Date.
 - 1.28 To remove all refuse and rubbish from within the Premises and to remove the Tenant's personal belongings, property, foodstuffs, furnishings and equipment on, or before, the last day of the tenancy. All furniture and bulky items may not be stored in the corridors or other parts of the building and the Tenant shall ensure that such items are promptly removed at the Tenant's expense.

Tenant: O.H

Landlord: 

- 1.29 To promptly return all keys to the Premises (including any duplicate keys provided during the tenancy) to the Landlord on the last day of the tenancy.
- 1.30 To promptly pay all final accounts in the Tenant's name with all utility service providers connected to the Premises during its tenancy.
- 1.31 If any of the Tenant's belongings, property, personal effects, foodstuffs, furnishings or equipment are left behind at the Premises these will be considered abandoned after the end of the tenancy and after the expiry of seven (7) days written notice sent to the address provided by the Tenant under clause 1.31, then the Landlord may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the fair costs of arranging such removal, storage or disposal and such costs may be deducted from the Deposit or sale proceeds (if any) of the items. Any surplus costs after such deductions will remain the liability of the Tenant.
- 1.32 The Tenant shall promptly provide or immediately before the expiry of the Term a forwarding address to the Landlord for ease of administration and communication between the parties

2. THE LANDLORD HEREBY AGREES with the Tenant as follows:

- 2.1 Unless the Tenant is in default of any provisions contained hereunder, the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord. The Tenant acknowledges and accepts that there may be certain noises, lights and odours as a result of commercial activity and construction in and around the Development. This may include public and private events, music, concerts and restaurant activities and which may take place outside of normal working hours and over weekends.
- 2.2 To maintain and keep in good and tenable repair the structure of the Premises.
- 2.3 To keep the Premises insured against loss or damage by fire, hurricane, storm, Act of God and such other risks ("Insured Risks") as the Landlord may think appropriate and in case of substantial destruction or damage (unless the insurance policy becomes irrevocable through any negligence or act of default of the Tenant) which renders the Premises uninhabitable, either party may terminate the Agreement. For the avoidance of doubt, the Tenant's belongings, furnishings or equipment within the Premises are the Tenant's responsibility and are not covered by an insurance policy maintained by the Landlord.

3. PROVIDED ALWAYS and It is hereby expressly agreed as follows:

- 3.1 If the Rent or any part thereof at any time is unpaid for five days after becoming due (whether formally demanded or not), or if the agreements on the Tenant's part herein contained are not performed or observed, or if the Tenant becomes bankrupt or makes any assignment for the benefit of his creditors, or enters into arrangements with his creditors for the liquidation of debts by composition or otherwise, or suffer any distress or process of execution to be levied upon his goods then, and in any such case the Landlord shall issue a notice to remedy breach to the Tenant. If the Tenant fails to remedy the breach within a reasonable time (as specified by the Landlord), It shall be lawful for the Landlord at any time thereafter to terminate this Agreement by either (i) re-entering the Premises and thereupon this tenancy shall absolutely determine, or (ii) issuing a notice in writing to the Tenant terminating this Agreement, without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's agreements therein contained.
- 3.2 In the event the Tenant is repatriated by his employer, or is denied a work permit by the Caymans Islands Immigration Board, the tenant must provide documentation supporting such repatriation and must give not less than thirty (30) days prior written notice terminating this Agreement and on expiration thereof, the Tenant shall yield up possession of the Premises to the Landlord and may seek refund of the Deposit subject to clause 3.8.

Tenant: D.H

Landlord:

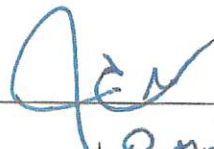
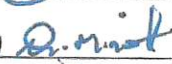



- 3.3 If at any time during the Term the Tenant abandons the Premises, the Landlord may at his option obtain possession of the Premises by any legal means without liability to the Landlord and may, at the Landlord's option, terminate the Agreement. If the Tenant abandons the Premises while the Rent is outstanding and there is no reasonable evidence, other than the presence of the Tenant's personal property, that the Tenant is occupying the Premises, the Landlord may at the Landlord's option terminate this Agreement and regain possession of the Premises in the manner prescribed by law. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord shall consider any personal property belonging to the Tenant and left on the Premises (including on any car parking space specified in the FIRST SCHEDULE) to also have been abandoned. The Landlord may dispose of all such personal property in any manner the Landlord shall deem proper and the Landlord is hereby relieved of all liability for doing so.
- 3.4 Any notice under this Agreement shall be in writing. Any notice to the Tenant shall be sent by prepaid registered post to the address hereinbefore given or left at the last known address in the Cayman Islands and any notice to the Landlord shall be deemed to be sufficiently served if sent by prepaid registered post to the Landlord at its address hereinbefore given. Any notice properly posted to the Landlord or Tenant shall be deemed to have been served within ten (10) days following that on which it was posted.
- 3.5 The Landlord shall not be liable for any damage or injury of or to the Tenant, the Tenant's family, guests, invitees, agents or employees or to any other person entering the Premises, the Building or any part of the Development, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and the Tenant hereby agrees to indemnify, defend and hold the Landlord harmless from any and all claims or assertions of every kind and nature, except to the extent where damage or injury is caused by or due to the gross negligence of the Landlord. This indemnification includes, but is not limited to, any damage or injury which may be incurred by the Tenant, the Tenant's family, guests, invitees, agents or employees or to any other person for damage or injuries that arise from any contact, attack or interaction from or with any animals, domestic or wild, whether such damage or injury occurs on the Premises or off, and the Tenant holds harmless the Landlord from any and all claims or assertions of every kind and nature for any damage or injury the Tenant attributes to any absence or failure of fencing that may be on or surrounding the Premises, except to the extent where damage or injury is caused by or due to the gross negligence of the Landlord.
- 3.6 In this Agreement where the context so admits words importing the masculine gender shall include the feminine gender and vice versa and words importing the singular number only shall include the plural number and vice versa and words importing persons and all references to persons shall include corporations and firms and vice versa.
- 3.7 The Tenant will be responsible for the payment of any rates, taxes or stamp duty payable on this Agreement.
- 3.8 The Deposit shall be returned to the Tenant within a reasonable time following of the expiry or earlier termination of this Agreement, except if deductions are made from the Deposit in accordance with clause 1.29. The Deposit (or appropriate balance) will be returned to the Tenant by cheque, bank draft or direct electronic bank transfer (in whichever manner the Landlord elects) and where the Tenant comprises more than one person, the Deposit (or appropriate balance), may be returned to any one of them individually for and on behalf of all Tenants at the written consent of all Tenants. If monies lawfully due to the Landlord under this Agreement are more than the Deposit (or the then balance of it), the Tenant will be liable to pay any excess to the Landlord upon demand.
- 3.9 This Agreement does not constitute a lease nor does it convey an interest in land to the Tenant. For the avoidance of doubt Sections 52 and 53 of the Registered Land Law (2004 Revision) shall not be implied into this Agreement.
- 3.10 The Schedules to this Agreement forms part of (and is incorporated into) this Agreement.
- 3.11 Any capitalized term which is not defined in this Agreement but is given a meaning in the First Schedule, shall have the meaning given to such term in the First Schedule.

Tenant: O.H

Landlord: 

- 3.12 This Agreement shall be governed by and construed in accordance with the laws of the Cayman Islands. The parties submit to the exclusive jurisdiction of the Cayman Islands over any claim or matter arising under or in connection with this Agreement of the legal relationships established by it.
- 3.13 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. In entering into this Agreement, the Tenant acknowledges that it has not relied upon and shall have no right or remedy in respect of any statement, representation, assurance or warranty made by or on behalf of the Landlord other than as expressly set out in this Agreement.
- 3.14 Other than provided in clause 3.2 this Agreement contains no right for the Tenant to break this Agreement prior to the end of the Term. The Tenant remains liable at all times for the Rent and all other charges payable under this Agreement for the full length of the Term.

Signed by the Landlord 
 in the presence of: 
 Print Name: Jenny Carrillo
 Witness Olivia Smith

Signed by the Tenant) 
 in the presence of:) 
 Witness) By: 
 Print name:) Name: Orlando Ricardo Henriquez

FIRST SCHEDULE

Premises: 47 Kitty Clover Avenue Block 38B Parcel 47
 Term: 6 Months
 Term Commencement Date: 27th April 2022
 Rent: KY\$2,500.00
 Deposit: KY\$2,500
 Pet Deposit: NIL
 No. Adults: 2
 No. of Children: 0
 No. of Keys: 2
 Address of Landlord Postal: []
 Physical: []
 Telephone: (345)
 Rent payment methods: Rent shall be payable either by cheque or cash deposited or transferred electronically into the Landlord's Royal Bank Of Canada, Account number is 7114275. The Tenant shall pay US\$50 for each dishonoured cheque as compensation for additional bank and administration costs incurred by the Landlord.

SECOND SCHEDULE

Chattels List
 This Chattels List is considered to be correct and complete unless the Tenant notifies the Landlord otherwise within one (1) week of the Term Commencement Date

Tenant: O.H

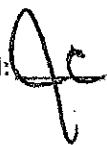
Landlord: 

EXHIBIT 3



CARIBBEAN
MGT



Offer to Purchase

ALL PERSONS SIGNING THIS DOCUMENT SHOULD READ CAREFULLY
AND MAKE SURE THEY UNDERSTAND WHAT THEY ARE SIGNING

This offer to Purchase is made the 22nd day of April 2022 and will be open for acceptance until 27th day of April 2022.

To: Jenny Elizabeth Carrillo De Miller their successors, nominees or assigns whomsoever (The "Seller")

By: Orlando Ricardo Henriques their successors, nominees or assigns whomsoever (the "Buyer")

1. The Property:

Registration section: Block: 38B Parcel: 47

Described as: 47 Kitty Clover Avenue

2. The Purchase Price:

The total purchase price is: Three Hundred and Sixty Thousand Cayman Island Dollars (CIS360,000)

3. Deposit:

- a) An initial deposit paid on signing of this Offer to Purchase for which receipt is hereby acknowledged: Thirty-Six Thousand Cayman Island Dollars (CIS 36,000)
- ~~b) Additional Deposit due on or before [] day of [] 2022 or 5 days of acceptance: [] Cayman Island Dollars (CIS[])~~
- c) The balance of the purchase price of Three Hundred and Twenty -four Thousand Cayman Island Dollars (CIS 324,000) shall be paid and delivered to the Seller or his authorised agent at Completion.
- d) All deposit monies paid by the Buyer shall be held by the Seller's authorised agent/lawyer who is CaribbeanMGT Ltd. as stakeholder and the total amount of Deposit and Additional Deposit in the sum of Thirty -Six Thousand Cayman Island Dollars (CIS36,000) shall be held in a Client Account in trust at all times (subject to the terms and conditions set forth in this Offer to Purchase) until Completion, at which time all such monies shall be paid over the Seller.
- e) The Deposit and Additional Deposit shall not be paid over to the Seller prior to Completion unless agreed in writing by both the Seller and the Buyer.

Buyer Initials: O.H

Seller Initials: Jc



8. Adjustments

All adjustments for the Property including but not limited to maintenance fees, utility charges, rents, insurance, damage and security deposits shall be made as at Completion and apportioned on a daily basis between the Seller and the Buyer. For the avoidance of doubt, the Seller is responsible for the day of completion. In the event this transaction involves a Strata Lot as defined in the Strata Titles Registration Law (2013 Revision) (the "Strata Law"), the Seller shall, no later than 3 days prior to Completion, deliver or cause to be delivered to the Buyer a certificate pursuant to s6(4) of the Strata Law, and any special assessment owed to the Strata Corporation which has been invoiced before Completion is the responsibility of the Seller unless otherwise stipulated by this Offer to Purchase.

9. Payment of Fees

The stamp duty and registration fees arising hereunder shall be borne by the Buyer and each party hereto shall pay the legal fees of any attorney that may be retained by them.

10. State of the Property and the Chattels

The Property and the Chattels shall be deemed to be purchased with full notice of, and it is a warranty hereof that the Seller on Completion shall transfer the title to the Buyer in, their present state and condition subject to normal wear and tear occurring after the date hereof and prior to Completion (unless otherwise stipulated in this Offer to Purchase).

11. Overriding Interests

The Seller warrants that they know of no overriding interests as mentioned in Section 28 of the Registered Land Law (2018 Revision) (The "Land Law") (as may be amended from time to time), which affect the Property other than those, if any, already declared or apparent from an inspection of the Property and the said Property is sold subject to any such overriding interests that may exist.

12. Identity of the Property

- a) The Buyer admits to the identity of the Property and the Chattels with that comprised in the absolute title offered by the Seller under this Offer to Purchase and agrees that:
 - (i) The Property and Chattels are correctly described
 - (ii) No error or misdescription unless fundamental in nature made or given in respect of the Property or the Chattels whether made or given by the Seller or by anyone on their behalf shall annul this Offer to Purchase
 - (iii) The Property is sold subject to any apurtenances, encumbrances, restrictions or other notifications which may affect the Property other than any Charge or Caution currently entered on the Register and;

Buyer Initials: OH

Seller Initials: Jc.



- (iv) The Property is sold and the Buyer shall take title subject to the provisions of the Land Law and the Development and Planning Law (as revised), as amended from time to time.
- ~~b) The following provisions shall apply only if the Property is a Strata Lot as defined by the Strata Law. The Buyer agrees that the Property shall be sold and that they shall take title thereto and possession thereof subject to the provisions of the Strata Law as may be amended from time to time in general and the following matters in particular:

 - ~~(i) The Strata Plan Number [] (the "Strata Plan") and the Registered By-Laws of the Proprietors of Strata Plan Number [] (of which By-Laws the Buyer acknowledges sight and acceptance) as the same may be amended from time to time.~~
 - ~~(ii) The unit entitlement of the Strata Lot and all other matters from time to time contained in, endorsed upon, or annexed to the Strata Plan;~~
 - ~~(iii) All easements including those for support, shelter and services and all other rights and liabilities expressed or implied in favour of or against a Strata Lot proprietor or a Strata Lot by virtue of law, equity, statute or otherwise.~~
 - ~~(iv) If the Strata Lot is part of a phased Strata Plan the following provisions shall apply:

 - ~~(a) The Buyer acknowledges that the Seller may expand the development of the Strata Plan (the "Development") in which the Strata Lot is located such that there may be further phases of development which may not be completed and ready for occupation at the same time.~~
 - ~~(b) The Buyer hereby agrees not to object to the progressive development of phases of the Development not to the amendment of the Strata Plan at the expense of the Seller to include such parts of the Development or an expanded Development as are not included in the initial Strata Plan, as and when such parts are completed. The Seller may, at the Seller's sole discretion, curtail or modify the Development including the phase containing the Property and including but not limited to modification to type and mix of properties in the Development.~~
 - ~~(c) The Buyer hereby agrees not to object to the further development of the Development which may include the registration of one or more separate strata plans and hereby consents to the use of the power, water, cable, sewage and roadway facilities installed in and forming a part of the common property of the Strata Plan in order that any portion of the Development not included in the Strata Plan can be provided with power, water, cable, sewage and roadway facilities, provided that the Seller will procure that any additional costs arising~~~~~~

Buyer initials: O.H

Seller Initials: Jc



~~from the use of these services and facilities by any adjoining development will be paid for by the Strata Corporation or the other owner relating to such adjoining development.~~

~~(d) The Buyer shall not be entitled to make objection or claim for compensation by reason of any alteration in the number, size, location, specifications or property entitlement of any other properties comprised within the Strata Plan or any amendment thereof or in or to the common property or in or to the Strata Plan, provided that such alteration does not have a material detrimental effect on access to or views from the Property.~~

~~(e) The Buyer acknowledges that the Property is or may form a part of a phased Strata Plan or a proposed strata lot development plan and:~~

~~(I) covenants not to object to the further alteration of the phased Strata Plan or proposed strata development, and~~

~~(II) hereby consents pursuant to section 18(3) of the Strata Law to the registration of a further proposed strata development plan in the Seller's discretion or as the Seller may consider or deem necessary.~~

All the above provisions of clause 12 b (iv) (a) to (e) inclusive shall not merge with and be extinguished by completion but shall survive thereafter in full force and effect.

13. Search and Caution

The Seller will if requested by the Buyer or his agent furnish the Buyer with a copy of the entries on the Land Register and of a sufficient extract of the relevant Registry map and supply a written authority to inspect the Register relating to the Property and a consent to a Stay of Registration. The Buyer shall be entitled to lodge a caution and/or a Stay of Registration, and any renewals thereof as may be required, on the Register relating to the Property. In the event of this Offer to Purchase being rescinded or there being a default by the Buyer, the Buyer shall remove such caution and/or Stay of Registration immediately and the Buyer hereby appoints the Seller as its fully authorised agent to remove the same upon the Buyer failing to do so under these circumstances and in this regard only.

14. Execution in Counterpart Notice

a) This Offer to Purchase may be executed in counterpart and each such counterpart (whether in the form of a duplicate, photocopy or electronic copy of the original) shall be deemed to be an original, and all such counterparts when taken together shall be deemed to constitute one and the same instrument;

Buyer Initials: OH

Seller Initials: [Signature]



- b) Any notice to be given hereunder may be delivered by hand, registered mail or electronic mail to the address for the receiving party as noted below. If delivered by registered post, a notice shall be deemed to have been duly delivered on the seventh day (if delivered to and from addresses in the Cayman Islands) or on the fourteenth day (if delivered to or from an address outside of the Cayman Islands); and if delivered by hand or by electronic mail, a notice shall be deemed to have been duly delivered on the day it is sent. Any notice transmitted after 5pm shall be deemed received on the next day on which banks in the Cayman Islands are open for business.

15. Payment by Cheque

It is expressly agreed that should any of the monies referred to herein be paid by cheque or other form of bill of exchange, then none of the rights and obligations herein credited shall have effect until, the cheque or other form of bill of exchange has been cleared and honoured in the Cayman Islands provided, however that the Seller may not either cancel this Offer to Purchase or accept another offer on the Property solely on the basis that a cheque or other bill of exchange has not yet cleared.

16. Risk

Notwithstanding any rule of law, risk in the Property and the Chattels shall pass to the Buyer on Completion. All buildings and chattels included in the sale will remain the risk of the Seller until Completion, and all insurance policies and the proceeds thereof will be held in trust for the parties as their interests may appear. In the absence of substantial or material damage to or change in condition of the Property or Chattels the Buyer shall not be entitled to refuse or delay Completion.

17. Right to Rescind

- a) The deposit shall forthwith be refunded to the Buyer if:
 - (i) The Offer to Purchase is not accepted or
 - (ii) A condition in clause 5 is not satisfied or waived on or before the dates herein provided,
 and thereafter neither party shall have any further rights of action or claim of any nature against the other in respect hereof.
- b) If this Offer to Purchase is accepted and all the conditions are satisfied or waived in accordance with the dates herein:
 - (i) Should the Seller fail to perform its obligations hereunder, the Buyer may at his option
 - (a) Pursue any remedy available to them at law or in equity; or

Buyer Initials: Q. H

Seller Initials: J. E.



- (b) Demand a refund of the Deposit, Additional Deposit and any other monies paid by him hereunder and on receipt of the same, this agreement shall be forthwith terminated and neither party hereto shall have the rights of action or claim of any nature against the other in respect hereof.
- (ii) Should the Buyer fail to make any payment provided herein on its due date the Seller shall be entitled to serve on the Buyer a notice (in the case of the final payment on Completion such notice a "Completion Notice" and in any other case a "Payment Notice") requiring the payment to be made within seven days after service of the notice. In the event the Buyer shall fail to make such a payment within the required time the Buyer shall forfeit absolutely the deposit (or such part thereof as has been paid) together with any interest earned as liquidated damages and this agreement shall be forthwith terminated and neither party hereto shall have any further rights of action or claim of any nature against the other in respect hereof. If, however, the Seller agrees to accept payments after the dates specified (which they may do so at their option), the Buyer shall pay (in addition to said payment) interest at the rate of three percent (3%) per annum above the prime rate for the currency in which the Purchase Price is payable on said payment until paid. It is expressly agreed that for all purposes relating to this clause 17 b) (ii) time shall be of the essence.

18. Interpretation

In this Offer to Purchase, the masculine gender and the singular shall be construed as the feminine gender and the plural where the context so requires. This Offer to Purchase shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assign's of the parties hereto.

19. Entire Agreement

This Offer to Purchase when executed by both parties is the complete agreement between the parties and the Buyer hereby admits and declares that no statement, guarantee, promise, agreement warranty or representation, whether oral or written, has been made with or to them on or prior to the date hereof by the Seller, by anyone acting or purporting to act on the Seller's behalf, by the Listing Broker/Co-Broker or any real estate agent concerning the Property or otherwise which they relied upon, apart from as specifically set out in this Offer to Purchase. This Offer to Purchase may be executed by each party in counterpart and exchanged and shall be allowed to be properly executed and binding if so executed and exchanged.

Buyer Initials: OH

Seller Initials: JG



20. Delivery of Documents

For the purposes of this Offer to Purchase, all documents are considered to be delivered within three days of posting by express courier for foreign mail and registered for local mail to the Buyer or Seller at the address given below or such address as may be notified by either party to the other in writing from time to time.

21. Rental Agreement for the Property

The Buyer will enter a Rental Agreement to lease the property for a period of six (6) months from the 27th April provided the Seller accepts this Offer to Purchase and indemnifies the Seller in all regards in relation to the condition of the property. The rental payments are not part of the deposit or purchase price under the Offer to Purchase and the Seller shall not use the rental period to create any reasons to delay, protract, renegotiate or otherwise frustrate the Offer to Purchase.

22. Jurisdiction

This Offer for Purchase shall be subject to and in accordance with the laws of the Cayman Islands and the parties hereto submit to the jurisdiction of the Cayman Islands Courts.

Signed and executed by:

We the Buyer and Seller of the Property, hereby accept the terms of the above Offer to Purchase and agree to complete the sale and purchase on the terms and conditions herein

Buyers Name/Names Orlando Ricardo Henriques

Buyer's signature: [Signature]

Dated: 23/4/22

Witness to Buyer: Alicia M. Marshall

Name of witness: Alicia Marshall

Address of witness: 85 B Summit crescent, Prospect

Seller's Name : Jenny Carrillo De Miller

Seller's signature: [Signature]

Dated: 23. 2B. 04. 2022

Witness to Buyer: Alicia M. Marshall

Name of witness: Alicia Marshall

Address of witness: 85 B Summit crescent, Prospect

EXHIBIT 4

From: Jenny Carrillo <carrillojenny75@gmail.com>
Sent: Tuesday, 31 January 2023 10:14 am
To: roger@caribbeanmgt.ky
Cc: Mr O Henriques; lizlewisj@gmail.com
Subject: Re: Deposit
Attachments: image001.png

Good day Roger.
Please note that the closing has been completed.
Please reimburse Mr.Orlando \$450.00 plus \$3000 deposit that he paid You. Also please collect the \$2050.00 that I owe you for the administration fees.

Thanks & Regards,

Jenny.

El lun., 30 de enero de 2023 1:42 p. m., <roger@caribbeanmgt.ky> escribió:

Hi Orlando

Thank you for your email and I have copied in Jenny so all on the same page. There is a rental agreement for the property and the sale of the property.

It is not to decide to not use a realtor and that is why we have terms and conditions. This is a matter between us and Jenny but a fee is due on the sale of the house to you.

Of the deposits, \$2,500 was for the rental deposit and \$3,000 for the house purchase deposit. The first will be returned when the property closes and tenancy ends, which you are currently holding over. We are still due our fee for the renewal of the tenancy agreement.

We are holding the other deposit towards the purchase price, you put up \$3,000 not the full amount detailed in the Offer to Purchase. Technically as the deadlines in the Offer were not met the deposit should be forfeited and belong to Jenny. However, as I understand it she is happy to not do this. As to the use of the money once the property is closed the deposit either forms part of the purchase price and is due as prescribed in the completion statement or the purchase price has been paid in full and the deposit is to be returned to you.

If you wish to take legal action when there is nothing to pursue and just need proof of closing, then so be it. But there will be wasted costs for you because we are acting in good faith and entirely properly. The first part of the process would be a letter before action from your lawyer, we will respond with the facts and that will be that.

All I have asked is proof of closing of the sale so we can deal with the deposits correctly.

S2023-0030

Page 37 of 48

2023-02-09

So, everyone has full information and everything is in the open we are due a fee on the sale from Jenny under our terms and conditions with her and this is payable upon a sale to you of 47 Kitty Clover.

Therefore, if we can get the copy of the transfer we can get everything sorted.

Look forward to receiving.

Best regards

Roger

Roger Southam BSc (Hons) FRICS FIRPM FARLA

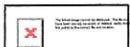


E: roger@caribbeanmgt.ky

CI: +1 345 323 0066

UK: +44 7967 555484

Websites: www.myrealtor.ky




 Roger Southam
S2023-0030

Page 37 of 48

2023-02-09

 @roger_southam

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.

 **Think Green:** Please do not print this email unless necessary

From: Mr O Henriques <orlandohenriques6@gmail.com>
Sent: Monday, 30 January 2023 12:45 pm
To: roger@caribbeanmgt.ky
Cc: lizlewisj@gmail.com
Subject: Deposit

Property located BT Block:38B Parcel:47

I trust all is well.

At your earliest convenience, can you please provide all copies of the agreements pertaining to the subject caption property.

Full financing for this property was provided on the day of closing, and the deposit for KYD5,500.00 was held in escrow. The initiation of this process, started out with a Relator being involved, however the completion of this transaction consisted only of the Vendor and the Buyer, with a Realtor no longer being needed.

The closing has now been concluded with the expectations of the deposit of KYD5,500.00 to be reimbursed. Which seems to be a conflict at this point.

Therefore, I will be moving forward with legal action regarding this whole ordeal, and will claim all legal cost and indemnities.

S2023-0030 If the requested documents and deposit cannot be provided voluntarily, I will have my Attorney reach out to obtain the documents involuntary and on a legal basis to put all parties to strict proof. **Page 39 of 48** **2023-02-09**

I look forward for reasonable response within the end of the days.

Best regards,

EXHIBIT 5

From: roger@caribbeanmgt.ky
Sent: Tuesday, 31 January 2023 11:22 am
To: 'Jenny Carrillo'
Subject: RE: Deposit
Attachments: Agency terms of business 22-7-21.pdf; 23-01-26 MGT014 Jenny Carillo 47 Kitty Clover sale fee.pdf

Thanks Jenny and the transfer will be made today, now I have written confirmation from you. Having confirmed the closing of the sale our full fee is due under the terms of our appointment that I attach another copy of along with another copy of the invoice. Please confirm when this will be paid or I will have to recover through small claims courts. I would really rather not do that and therefore look forward to hearing.

Best regards

Roger

Roger Southam BSc (Hons) FRICS FIRPM FARLA



E: roger@caribbeanmgt.ky
CI: +1 345 323 0066
UK: +44 7967 555484


Websites: www.myrealtor.ky



 [Roger Southam](#)
 [@roger_southam](#)

Disclaimer

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company, E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission.

 **Think Green:** Please do not print this email unless necessary

From: Jenny Carrillo <carrillojenny75@gmail.com>
Sent: Tuesday, 31 January 2023 10:14 am
To: roger@caribbeanmgt.ky
Cc: Mr O Henriques <orlandohenriques6@gmail.com>; lizlewisj@gmail.com
Subject: Re: Deposit

S2023-0030
Good day Roger.

Please note that the closing has been completed.

Thanks & Regards,

Jenny.

El lun., 30 de enero de 2023 1:42 p. m., <roger@caribbeanmgt.ky> escribió:

Hi Orlando

Thank you for your email and I have copied in Jenny so all on the same page. There is a rental agreement for the property and the sale of the property.

It is not to decide to not use a realtor and that is why we have terms and conditions. This is a matter between us and Jenny but a fee is due on the sale of the house to you.

Of the deposits, \$2,500 was for the rental deposit and \$3,000 for the house purchase deposit. The first will be returned when the property closes and tenancy ends, which you are currently holding over. We are still due our fee for the renewal of the tenancy agreement.

We are holding the other deposit towards the purchase price, you put up \$3,000 not the full amount detailed in the Offer to Purchase. Technically as the deadlines in the Offer were not met the deposit should be forfeited and belong to Jenny. However, as I understand it she is happy to not do this. As to the use of the money once the property is closed the deposit either forms part of the purchase price and is due as prescribed in the completion statement or the purchase price has been paid in full and the deposit is to be returned to you.

If you wish to take legal action when there is nothing to pursue and just need proof of closing, then so be it. But there will be wasted costs for you because we are acting in good faith and entirely properly. The first part of the process would be a letter before action from your lawyer, we will respond with the facts and that will be that.

All I have asked is proof of closing of the sale so we can deal with the deposits correctly.

So, everyone has full information and everything is in the open we are due a fee on the sale from Jenny under our terms and conditions with her and this is payable upon a sale to you of 47 Kitty Clover.

Look forward to receiving.

Best regards

Roger

Roger Southam BSc (Hons) FRICS FIRPM FARLA

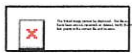


E: roger@caribbeanmgt.ky


CI: +1 345 323 0066

UK: +44 7967 555484

Websites: www.myrealtor.ky



 [Roger Southam](#)

 [@roger_southam](#)

Disclaimer

This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail, Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of the company, E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of transmission. **S2023-0030**

From: Mr O Henriques <orlandohenriques6@gmail.com>
Sent: Monday, 30 January 2023 12:45 pm
To: roger@caribbeanmgt.ky
Cc: lizlewisj@gmail.com
Subject: Deposit

Property located BT Block:38B Parcel:47

I trust all is well.

At your earliest convenience, can you please provide all copies of the agreements pertaining to the subject caption property.

Full financing for this property was provided on the day of closing, and the deposit for KYD5,500.00 was held in escrow. The initiation of this process, started out with a Relator being involved, however the completion of this transaction consisted only of the Vendor and the Buyer, with a Realtor no longer being needed.

The closing has now been concluded with the expectations of the deposit of KYD5,500.00 to be reimbursed. Which seems to be a conflict at this point.

Therefore, I will be moving forward with legal action regarding this whole ordeal, and will claim all legal cost and indemnities.

If the requested documents and deposit cannot be provided voluntarily, I will have my Attorney reach out to obtain the documents involuntary and on a legal basis to put all parties to strict proof.

I look forward for reasonable response within the end of the days.

EXHIBIT 6

EXHIBIT 7

**CARIBBEAN
MGT**

1st February 2023

Jenny Carillo
End House
Regal Lane
Elizabeth Street
West Bay
Grand Cayman

Delivered By Hand and Email to jennycarillo75@gmail.com

Dear Ms Carillo

**Fee Due to CaribbeanMGT Ltd for the sale of 47 Kitty Clover
LETTER BEFORE ACTION**

I write further to my email of 31st January and have not had a response or received payment in respect of the sale of 47 Kitty Clover to Mr Orlando Henriques. I would be grateful if you would please settle the attached invoice now due in the sum of CI\$18,000 in the next 7 days. The sum is calculated as 5% of the sale price of CI\$360,000.

If we do not receive payment within 7 days the please accept this as a letter before action where we will refer the matter to the Small Claims Court and submit our case accordingly.

Below I set out for your ease the basis of our claim:

1. On the 22nd of July 2021 Jenny Carillo (JC) entered into an agreement with CaribbeanMGT Ltd (CMGT) for the CMGT to sell JC's house at 47 Kitty Clover.
2. CMGT found a purchaser of the property who wished to rent while purchasing 47 Kitty Clover and a tenancy agreement was entered between JC and the purchaser, Orlando Henriques along with an Offer to Purchase.
3. JC orally terminated the agreement with CMGT in December 2022 and was informed that if the agreement was terminated a fee for the sale to Mr Henriques would still be due under the terms of the agreement signed on 22nd July 2021.
4. CMGT received an email from JC on 31st January 2023 informing them that 47 Kitty Clover had been sold to Mr Henriques and had closed.



CARIBBEAN MGT

5. CMGT emailed JC by reply and informed her again that a fee would be due under the terms of the agreement and attaching an invoice for the fee.
6. CMGT claims that it is due a fee under the terms of the agreement for the introduction of Mr Henriques as a purchaser of 47 Kitty Clover and because he went on to buy the property.
7. CMGT is relying on the Sole Agency clause on page 2 of the agreement where it clearly states "Once this Agreement is terminated you will still have a liability to pay our fees, where a buyer that we introduce goes on to exchange contracts on the property within 12 months of the date of termination." for the proof our fee is due and payable.

Should payment not be made we will be seeking the fee due along with interest and costs.

I look forward to hearing from you and receiving settlement

Kind regards

Yours sincerely

Roger Southam