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Location: Apex

' COURT AT GEORGETOWN
ISION

CAUSE NO. OF 2022

BETWEEN:

KRYO GROUP LTD.

PLAINTIFF

AND

KURL KNIGHT

DEFENDANT

PLAINT

To the Defendant Kurl Knight
Unit #A, 112 Windstar Street
West Bay, Grand Cayman, Cayman Islands

THIS PLAINT HAS BEEN ISSUED AGAINST YOU BY THE ABOVE NOTED PLAINTIFF IN RESPECT OF THE CLAIMS SET OUT ON THE NEXT PAGES

Within 14 days after service of this Plaint on you, counting the day of service, you must with satisfy the claim or return to the Court Office, P.O. Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service form stating therein whether you intend to contest this action. If you intend to defend the actin, in whole or in part, you must set out **full particulars of your defense** in the space provided in the Acknowledgement of Claim form.

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

Issued this _____ day of September, 2022.

KRYO GROUP LTD.

Per: _____
Buffalo Head Holdings Ltd., Director
Robert Young

See overleaf for particulars of the Plaintiff's claim.

1. The Defendant is landscape designer and installer, who sometimes carries on business under the name Arcadia Landscape Design and Consulting.

2. The Plaintiff is the owner of the property located at 31 Jellicoe Quay, West Bay, Grand Cayman.

3. The Plaintiff decided to ask the Defendant to design a plan of landscaping for the property located at 31 Jellicoe Quay (the "Property") and to do the work, since it believed that since the Defendant was its tenant so would do the work well, on time and thoroughly and likely could use the work.

4. After weeks for discussions and negotiations, the Plaintiff and the Defendant agreed upon a scope of works in the Quote – Revision #2 dated November 3, 2021 (the "Scope of Work"). Attached is a copy of the Scope of Work and the first scope of work dated October 25, 2021.

5. In good faith, before the Defendant started the work under the Scope of Work, the Plaintiff paid the Defendant a deposit of $16,481.40, which represented 60% of total amount quoted. The Plaintiff should recover at minimum CI$8,000 of the deposit paid to the Defendant.

6. When negotiating the Scope of Work, the Plaintiff made it clear to the Defendant that time of completion was of essence since the Property was to be offered for sale as soon as the work could be completed, that certain plants were not acceptable to the Plaintiff and that it was imperative that the Defendant select and plant plants in areas they could thrive.

7. The Defendant has failed or neglected to deliver under the Scope of Work, in the following ways:

a) The stated time to complete was 4 weeks. The Defendant started work on or about November 15, 2021. Accordingly, but for planting the front flower beds, the Scope of Works should have been completed on or before December 15, 2021.

b) The only work that could not be completed on or before December, 2021, because of stonework being done on the front porch in front of house on the Property, was planting the flower beds in the front of the house on the Property. The stonework on the front porch of the house was completed in or about the first week of January, 2022.

c) Even though there were no impediments to the Defendant completing the work, by January, 2022 he had done nothing to complete: items 5, 7(a), (c) and (e) of the Scope of Work.

d) With respect to item 5(b), the Defendant was required to supply and plant a tree in an existing hole that was dug out for that purpose in the back yard of the Property, at the

Plaintiff's expense. Rather than plant a tree, the Defendant simply filled in the hole. The cost to the Plaintiff to dig the hole was CI$200.

e) The Defendant agreed to reused existing plants, which he did not do.

f) The plants the Defendant either planted or brought to the property are severely substandard.

g) The Defendant removed and sold two 8 foot pygmy palms, that were supposed to be removed in any event at no charge to the Plaintiff (see item 1(e) and page 3 of the Scope of Work).

h) Under item 3(a) of the Scope of work, the Defendant planted three very small sea grapes (estimated value $8.00 each = $24) and only on one side.

i) The Defendant did not install landscape edging as he had agreed to do under item 3(e) of the Scope of Work.

j) The Defendant planted bougainvilleas in shaded areas, in back facing canal– 4 plants, estimated value $15 each so value of $60.00 (see item 4b of the Scope of Work). Two of the plants were dead within 3 weeks of planting and the other two do not flower because they are planted in shade.

k) The Defendant planted meagre fishtail palms with reference to item #4(b) of the Scope of Work, to provide privacy and other landscapers have informed us that they are not thriving and we are told will take 2 to 3 years before they offer any privacy. The estimated value of the fishtail palms that were planted by the Defendant is CI$100.

l) Plants that the Plaintiff specifically said were unacceptable have been planted by the Defendant and the Plaintiff estimates the value of these plants to be no more than $150.00.

m) With re reference 4(b) of the Scope of Work, the Plaintiff purchased 5 double trunk palms ("5 Palms") from a third party, paid the third party for soil fertilizer and planting with the specific intention of blocking the view of the roof across from the Property on the canal. The Defendant agreed to supervise the planting to ensure it was done properly and to provide maximum coverage or blocking of the view of the neighbor's roof. The Defendant had all of the 5 Palms planted in a cluster, in front of and on the pathway to the dock, so that they offer little or no screening of the view of the neighbor's roof and actually block the access to the dock. Now, due to the Defendant's inadvertence, the 5 Palms make it very difficult to access the dock from the pool area and the desired blocking of the view of the neighbor's roof across the canal has only been achieved in a three to five foot span. There is no blockage of the view of the roof from dining room or living room of the house on the Property. The Plaintiff stood with the Defendant and identified that the windows from the dining room and living room were the most important areas to consider in spacing the 5 Palms since that is where someone would be

seated and looking at roof. The Plaintiff claims damages from the Defendant for laying waste the cost of the 5 Palms, soil and labor to plant, in the sum of $4,347.00, that the Defendant should not be paid for substandard work and damages in the sum of CI$3,000 for planting a cluster of trees so as to block access to one of the dock's on the Property.

n) The Defendant did not return regularly to check on progress of grass planted, or any matter.

8. With respect to the Scope of Work entitled "Materials and Labour",

a) #1 and #2, the Plaintiff estimates that the Defendant planted no more than $400.00 worth of plants and many of which were sub quality. The Defendant had quoted CI$5,275 for plants.

b) The Defendant has not provided an accounting for plants, gravel, soil, landscape fabric and edging, although the Plaintiff repeated asked for an accounting.

c) No mulch has been installed, quoted at CI$450.

d) No wooden posts were used, quoted at $450.

e) No boulders were used, quoted at $450.

f) The Plaintiff had to hire a third party in February 2022, to analyze the irrigation and there was a leak that cost the Plaintiff excess water estimated to be CI$2,000 over the course of the time the Defendant worked on the Property. The Plaintiff paid the third party $500 to review work done on the irrigation system.

g) Backhoe and bucket rental is accounted for twice in the Scope of Work, see items #10 and #11 of the Scope of Work and Plaintiff has repeated asked for an accounting which was not provided. At best the Plaintiff estimates that only 40% of the Scope of Work was completed by the Defendant and therefore deduct 60% of the quoted amount, being CI$1050.

h) The Defendant did not remove the 2 (two) Bismarck palms that were damaged during Grace, located in front of the property. The removal of the Bismarck palms was included in item 7, page 2 and #10 and 11 page 3 of the Scope of Work. The Defendant did not do an arrangement of boulders, agave and bougainvellia, install gravel or irrigation in the front yard. The Plaintiff believes the majority of the cost difference between the original quote and the Scope of Work in the sum of CI$5,513 was attributable to this work.

i) With respect to the quotation for labor and supervision, often the Plaintiff found the Defendants employees were on the property, often sleeping or eating, without the Defendant in attendance.

j) Rather than beautiful landscaping as promised, the Defendant installed gravel in the flower beds and the Plaintiff says that subject to an accounting by the Defendant, the Scope of Works for the quoted amount should be reduced by 70% of the quoted amount, calculated as follows - =10,656 - $7,459 = $3,196.

9. By lease dated July 23, 2020, that was updated by a lease made on November 1, 2021 (the "Lease"), the Defendant rented an apartment from the Plaintiff located at Unit A, 112 Windstar Drive, West Bay, Grand Cayman WBNQ BLOCK 1D, PARCEL 655 (the "Premises"). In addition to the Premises, the Defendant was permitted use of the front and back yards adjacent to Unit A. A copy of the Lease is attached.

10. The Plaintiff, at the material times, was the owner of 112 Windstar.

11. The Defendant owes rent under the Lease for each month in the sum of CI$2,200 for each month that the Defendant refuses or neglects to pay should he refuse to give up immediate possession of the Premises.

12. The Plaintiff does not owe the Defendant for the security deposit paid under recital C of the Lease.

13. The Defendant has paid rent under the lease late virtually every month of his tenancy and the in accordance with paragraph 1.1 of the Lease, the Defendant owes the Plaintiff CI$100 per day for each day after the fifth day of the month that the rent remained unpaid. For example, in September, 2022, the rent was not paid until September 20, 2022 as shown by this excerpt from the Plaintiff's bank account statement:

DATE	DESCRIPTION	AMOUNT
Sep 20, 2022	September KNGHT KURL10013085	[illegible]

14. The Plaintiff suspects that the Defendant will leave the Premises in disrepair, as well as the back yard which no longer has grass due the Defendant using it as a nursery for plants. In accordance with paragraph 1.9 of the Lease, the Defendant was only entitled to use the Premises and surrounding property as a private residence.

15. Under paragraph 1.11, the Defendant is required to pay for property damage arising from the Defendant's use and occupation of the Premises.

16. The Plaintiff requests that the Defendant be found in breach of the Lease, that the Plaintiff be permitted to re-enter the Premises under paragraph 3.1 of the Lease, take possession of the Premises and that the Defendant be ordered forthwith, in accordance with the following paragraphs of the Lease:

a) to yield up the Premises to the Plaintiff (paragraph 1.24),
b) to clean the Premises to the Plaintiff's standard (paragraph 1.25),
c) to remove all refuse and rubbish from the Premises (paragraph 1.26),

d) to pay all accounts with utility and service providers to the Premises (paragraph 1.27),
e) to return the keys to the Premises or pay CI$150 to have them replaced (paragraph 1.28).

17. The Plaintiff claims interest pursuant to s. 34 of the Judicature Act (2021 Revision) on the sums unpaid, or any part thereof unpaid, at the rate prescribed from time to time by the rules of court, which at the time of issue of this claim is 2 3/8% per annum, from the date the payment became due until the date of payment or until the date of judgement and continuing thereafter until the date of payment.

18. The Plaintiff claims costs under the Summary Rules of Court, SCR 11, in the sum of CI$2,000.

THE PLAINTIFF CLAIMS a maximum of CI$20,000, calculated as follows:
1) CI$8,000 refund of deposit under the Scope of Work,
2) CI$3,000 for damages for 8 palms planted poorly,
3) CI$2,000 for water bills that resulted due to leakage in irrigation,
4) CI$2,200 for rent due under the Lease that the Defendant refuses or neglects to pay the rent,
5) CI$3,000 for late rent payment fees,
6) Immediate possession of the Premises,
7) CI$2,200 deposit applied to late rent payments under the Lease,
8) CI$1,000 to replant grass and repair backyard,
9) CI$2,000 to repair the Premises,
10) Costs and
11) Interest.

Dated this 23rd day of September.

KRYO GROUP LTD.

Per: _____
Buffalo Head Holdings Ltd., Director
Robert Young

P.O. Box 397, KY1-9006
avw@globalsolutions.ky
1-345-936-1214 1-345-936-1029

ARCADIA (Landscape Design and Consulting)
PO Box 573, KY1-1502
Grand Cayman, Cayman Islands
1-345-325-4971
info@arcadia.ky
www.arcadia.ky

Landscape Design and Consulting

QUOTE – REVISION #2 NOVEMBER 03, 2021

BILL TO:

Rob Young / Aida Van Wees
31 Jellicoe Quay
Grand Cayman
Cayman Islands

CLIENT APPROVAL:

Print Name: _____

Signature: _____ Date: _____

DESCRIPTION

Scope of Works (as discussed during our site visit)

1. **Front of house**
   a) Install plants in beds on left and right of front door. Reuse existing plants where appropriate. Install an assortment of plants to enhance curb appeal/improve beds to create a lush, dense, showy, layered planting theme (some of the plants that may be considered for this area will be - dwarf jasmine, alocasia, fern, plants with varying texture and shades of green, and colorful plants). Remove liriope from front beds.
   b) Install plants in kidney shaped bed in lawn area (if available, orange bougainvillea may be considered for this area).
   c) Define edge of beds as needed.
   d) Install mulch at base of plants.
   e) Excavate and remove two mature pygmy date palms from beside front entrance.

2. **Area by Garbage Enclosure and Boat Lift**
   a) Tidy this area (between driveway and canal wall).
   b) Install 6" x 6" posts along edge of canal wall to retain gravel and reduce slope.
   c) Freshen up gravel in this area.
   d) Repair strip of lawn along roadside.

3. **Carport**
   a) Install sea grape on side by canal outside of carport.
   b) Install gravel in narrow areas under carport.
   c) Install assorted plants in beds on outside of carport.
   d) Install gravel (concrete stone) at base of all plants.
   e) Install landscape edging (aluminum) to define edge of bed and retain gravel.

4. **Pool Area / Screened Enclosure**
   a) Install assorted plants on both sides of pool deck/screened enclosure.
   b) Install an assortment of plants on side of pool deck that is facing canal. Use clustering palms (such as fishtail palms) and other specimen palms to create privacy. View is not to be blocked completely, just partially obscured.
   c) Install gravel at base of plants.
   d) Install landscape edging (aluminum) to define edge of bed and retain gravel.

DESCRIPTION

5. **Right side of house / Pool Equipment**
   a) Install hedge (green buttonwood) along boundary on right side of house to screen view of pool deck (plants will be installed from canal to just past pool equipment).
   b) Install tree in hole (Poinciana). Client is to send me photo of tree with orange flowers that she likes.
   c) Spread/level fill and crusher run that is at back of property. Remove excess material.
   d) Repair lawn area at back of property; area will be levelled with topsoil and grass seed applied.
   e) Install assorted plants in corner by travelers palm and pool equipment.
   f) Install landscape edging along sea grape hedge. Install gravel at base of sea grape hedge and wide enough from hedge to provide a walking path from side gate to pool equipment and door to pool deck/screened enclosure.

6. **Miscellaneous**
   a) Improve/adjust irrigation in all areas. Add additional zones as needed to ensure that all newly planted areas are adequately watered.
   b) Apply fertilizer to entire garden.
   c) Install appropriate depth of topsoil in beds as needed to facilitate planting.

7. **Additional works (Discussed during meeting on Sat, October 30th)**
   a) **Remove Bismarck Palms located at front of property. A bucket truck with a lift will be required to complete this work. A bed will be created on each side once palms have been removed. An arrangement of boulders, agave and orange bougainvillea will be positioned in these beds. Install gravel at base of beds. Irrigation will also be installed here as needed.**
   b) **Christmas palms (5) will be installed by Pro-Plus near to door in enclosure to help block view of roofline of house across canal. I will coordinate and supervise this scope of work.**
   c) **Remove other large palm at back of pool deck.**
   d) **Clean up and prune travelers palms at rear of house near to pool equipment.**
   e) **Remove bougainvillea at front that isn't growing well.**
   f) **There will be some damage to lawn area at the rear of the property when Pro-Plus comes to install the Christmas palms. This damage will be repaired once works are completed.**

Notes on client's plant preferences:

- Client likes: Flowers, Bougainvillea, Variegated green plants (such as Song of India), Fountain Grass, Agave (already purchased and located at Power Flower)
- Client does not like: Variegated Bougainvillea, Red Sister, Liriope

Project Timeline:

- Estimated length of completion = 4 weeks
- As I am currently working on multiple projects, I will be rotating my staff according to the work being carried out on that given day. Therefore on any given day, the number of staff on site may fluctuate from 2 – 5 men.

DESCRIPTION

Materials and Labour

1) Assorted Plants (Shrubs, Groundcover) *$3,525*
2) Assorted (Trees and Palms – 15 gal size) *$1,750*
3) Soil and Aggregate *[Topsoil (34 cu. yds.) / Concrete Stone – Gravel (24 cu. yds.)]* *$2,372*
4) Cypress Mulch (75 bags) *$450*
5) Landscape Edging and Stakes (272 ft) *$918*
6) Landscape Fabric, Nails and Washers (12ft x 125ft) *$1,160*
7) Wooden Posts (pressure treated) – 6" x 6" x 10ft (7 lengths) *$630*
8) Boulders (3ft – 4ft) (3) *$450*
9) Irrigation (Materials and Accessories) *$2,500*
10) Backhoe and Bucket Truck Rental *$1,750*
11) Miscellaneous Costs and Contingencies *(Grass seed, Rebar, Brackets, Screws, Backhoe, Equipment rental, Transportation of materials, Removal of debris, etc)* *$3,085*
12) Labour and Supervision *$10,656*

SUB-TOTAL	KYD $29,246.00
LESS COST OF WORKS REMOVED FROM QUOTE (REMOVAL OF PYGMY DATE PALMS BY HAND, PLANTING AT BASE OF BISMARCK PALMS)	KYD $1,777.00
TOTAL COST	**KYD $27,469.00**

TERMS OF PAYMENT

*DEPOSIT (60%) = **$16,481.40***

*1ST STAGE PAYMENT (30%) = **$8,240.70** (AFTER 50% COMPLETION)*

*FINAL PAYMENT (10%) = **$2,746.90** (UPON COMPLETION OF PROJECT)*

Please make payments via online transfer to:

Kurl Knight
Butterfield Bank
Account no: 136-130-883-0018

(Payments can also be made by cheque written to: Kurl Knight)

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CIBC FirstCaribbean International Bank

Transfer Details

GLOBAL SOLUTIONS (CAYMAN) LTD.

Reference #: 667905887988692

Date	Nov 9, 2021 9:27 am	**Amount**	16,481.40 KYD
From Account	10471754 (Chequing, Cayman, KYD)	**Transfer Type**	Other Bank in my Country

To Account	1361308830018	**Beneficiary Bank**	Bank Of Butterfield
To Account Type	Saving	**Beneficiary Bank Country**	Cayman
Beneficiary	Kurl Knight	**Beneficiary Bank Branch**	George Town
Address Line 1	P.O. Box 573 Grand Cayman KY1 1502	**Routing Type**	25000000
Address Line 2	CAYMAN ISLANDS	**Swift BIC**	BNTBKYKY
Purpose	Disbursements		

Initiator	GLOBALVIEWER	**Initiation Date**	Nov 9, 2021 9:27 am
Details	PROPOSAL 31 JELLICO DEPOSIT		

Status History

Initiated by GLOBALVIEWER on Nov 9, 2021 9:27 am

In Progress by our Bank on Nov 9, 2021 9:27 am

ARCADIA (Landscape Design and Consulting)
PO Box 573, KY1-1502
Grand Cayman, Cayman Islands
1-345-325-4971
info@arcadia.ky
www.arcadia.ky

Arcadia
Landscape Design and Consulting

QUOTE OCTOBER 25, 2021

BILL TO:

Rob Young / Aida Van Wees
31 Jellicoe Quay
Grand Cayman
Cayman Islands

CLIENT APPROVAL:

Print Name: _____

Signature: _____ Date: _____

DESCRIPTION

Scope of Works (as discussed during our site visit)

1. **Front of house**
   a) Excavate and remove two mature pygmy date palms from beside front entrance, these will be planted at rear of property (preferred location to be discussed).
   b) Define edge of beds as needed.
   c) Install plants in beds on left and right of front door, kidney shaped bed and beds at base of Bismarck palms. Reuse existing plants where appropriate. Install an assortment of plants to enhance curb appeal/improve beds to create a dense, showy, layered planting theme (some of the plants that may be considered for this area will be - dwarf jasmine, alocasia, fern, and other plants with varying shades of green – client does not like a lot of color/flowers).
   d) Install mulch at base of plants.

2. **Area by Garbage Enclosure and Boat Lift**
   a) Tidy this area (between driveway and canal wall).
   b) Install 6" x 6" posts along edge of canal wall to retain gravel and reduce slope.
   c) Freshen up gravel in this area.
   d) Repair strip of lawn along roadside.

3. **Carport**
   a) Install sea grape on side by canal outside of carport.
   b) Install gravel in narrow areas under carport.
   c) Install assorted plants in beds on outside of carport.
   d) Install gravel (concrete stone) at base of all plants.
   e) Install landscape edging (aluminum) to define edge of bed and retain gravel.

4. **Pool Area / Screened Enclosure**
   a) Install assorted plants on both sides of pool deck/screened enclosure.
   b) Install an assortment of plants on side of pool deck that is facing canal. Use clustering palms (such as fishtail palms) and other specimen palms to create privacy. View is not to be blocked completely, just partially obscured.
   c) Install gravel at base of plants.
   d) Install landscape edging (aluminum) to define edge of bed and retain gravel.

DESCRIPTION

5. **Right side of house / Pool Equipment**
   a) Install hedge (green buttonwood) along boundary on right side of house to screen view of pool deck (plants will be installed from canal to just past pool equipment).
   b) Install tree in hole (Bulnesia).
   c) Spread/level fill and crusher run that is at back of property. Remove excess material.
   d) Repair lawn area at back of property; area will be levelled with topsoil and grass seed applied.
   e) Install assorted plants in corner by travelers palm and pool equipment.
   f) Install landscape edging along sea grape hedge. Install gravel at base of sea grape hedge and wide enough from hedge to provide a walking path from side gate to pool equipment and door to pool deck/screened enclosure.

6. **Miscellaneous**
   a) Improve/adjust irrigation in all areas. Add additional zones as needed to ensure that all newly planted areas are adequately watered.
   b) Apply fertilizer to entire garden.
   c) Install appropriate depth of topsoil in beds as needed to facilitate planting.

Materials and Labour

1) Assorted Plants (Shrubs, Groundcover) *230 plants = $3,450*
2) Assorted (Trees and Palms – 15 gal size) *7 palms/trees = $1,750*
3) Soil and Aggregate *[Topsoil (25 cu. yds.) / Concrete Stone – Gravel (21 cu. yds.)]* *$1,882*
4) Cypress Mulch (75 bags) *$450*
5) Landscape Edging and Stakes (176 ft) *$594*
6) Landscape Fabric, Nails and Washers (12ft x 110ft) *$1,100*
7) Wooden Posts (pressure treated) – 6" x 6" x 10ft (7 lengths) *$630*
8) Irrigation (Materials and Accessories) *$2,000*
9) Miscellaneous Costs and Contingencies *(Grass seed, Rebar, Brackets, Screws, Equipment rental, Transportation of materials, Removal of debris, etc)* *$1,900*
10) Labour and Supervision *$8,200*

SUB-TOTAL	KYD $21,956.00
TOTAL COST	**KYD $21,956.00**

TERMS OF PAYMENT

*DEPOSIT (60%) = **$13,173.60***

*FINAL PAYMENT (40%) = **$8,782.40** (UPON COMPLETION OF PROJECT)*

Please make payments via online transfer to:

Kurl Knight
Butterfield Bank
Account no: 136-130-883-0018

(Payments can also be made by cheque written to: Kurl Knight)

LEASE AGREEMENT

THIS LEASE is made on the 1st day of November 2021 further to the Agreement dated 23rd July 2020.

BETWEEN: Kryo Group Ltd ("Landlord") PO Box 397 10 Market Street, Cayman Bay, Grand Cayman, Cayman Islands K1-9006 Email: admin@globalsolutions.ky; avw@globalsolutions.ky; ryoung@globalsolutions.ky Phone: 323-8123, 936-1029, 936-1214

Address: #112 Windstar Drive Unit A, West Bay, Grand Cayman, Cayman Islands , WBNQ Block: 1D, Parcel 655 (the "Premises")

AND: Kurl Knight (hereinafter called the "Tenants").

Mailing address:

PO Box 573, Grand Cayman, Cayman Islands KY1-1502

PH: 345-325-4971

Email: knightkurl@gmail.com

WHEREBY IT IS AGREED as follows:

A. The Landlord is the proprietor of the Premises. The Landlord leases to the Tenants the Premises together with the fixtures, fittings, furniture, decorations, housewares, 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") payable in the manner specified in the FIRST SCHEDULE in advance on the first day of each month and the other terms specified in this Lease.

B. The Tenants shall give the Landlord at least sixty (60) days written notice either confirming that the Tenants shall vacate the Premises on the expiry of the Term or requesting that the Landlord extend the lease with the Tenants.

C. The Tenants shall pay a security deposit equal to one month's rent as shown on the FIRST SCHEDULE (the "Deposit") when the Tenants sign the Lease. The Deposit shall be held by the Landlord interest-free and shall be refunded to the Tenants upon expiration of this Lease, subject to the provisions set out below. The Tenants acknowledge unless the Landlord consents in writing:

a) the Deposit cannot be applied to the Rent for the last month of the tenancy; and

b) the Deposit will not be refunded if the Tenants request early termination.

1. THE TENANT HEREBY AGREE with the Landlord as follows:

1.1 To pay the Rent on the first of the month in accordance with the FIRST SCHEDULE. Should the Tenants refuse or neglect to pay the Rent as agreed, the Tenant agrees to pay a fee to the Landlord of CI$100 per day for each day after the fifth day of the month that the Rent remains unpaid ("Late Fee"). The Tenant is required to pay the Late Fee to the Landlord. If not paid by the Tenant, the Landlord may deduct the Late Fee from the Deposit.

1.2 To pay for all utilities including cable, internet, security, electrical, gas, and water, servicing the Premises. The Tenants shall put the Utilities in their name. If the Utilities are not in the Tenants' names, they will pay

monthly to the Landlord and shall pay a $20.00 service fee to the Landlord. The Tenants will pay deposits if required by services providers.

1.3 To keep the Chattels in the same good repair and condition as they were at the Term Commencement Date, except for fair wear and tear.

1.4 Not to assign, sublet or part with possession of the Premises nor permit any person or persons to occupy the Premises other than those individual(s) who have signed this Lease, except for children and temporary guests. Temporary guests mean friends or family of tenants who shall not occupy the Premises for more than two weeks total out of the year, without the Landlord's consent. The Tenants agree they shall NOT rent any part of the Premises for short-term rentals such as Airbnb.com Homeaway.com Vrba.com Booking.com and the like.

1.5 All adults who reside on the Premises are to sign the Lease. Where there is more than one tenant the liabilities, responsibilities, and obligations of each of the Tenants set out or referred to herein shall be joint and several.

1.6 They shall not 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, except for 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 Lease, unless otherwise agreed in writing.

1.7 To permit the Landlord or Landlords agent to enter the Premises upon a minimum of twenty-four (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 to fulfill obligations under this Lease or relevant legislation. In the event the Tenants are away from the Premises for more than thirty (30) consecutive days, the Tenants agree 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.

1.8 They shall not cause or allow any unreasonably loud noise or activity in the Premises or other parts of the property that might disturb the rights, comforts, and conveniences of other persons. Should there be complaints made by neighbors on more than three occasions the Tenants agree they will immediately vacate the Premises and forfeit the Deposit.

1.9 They shall use the Premises as a private residence only, and for no other purpose. The Premises shall not be used to carry on any type of business or trade where the Tenants receive a fee, compensation, or other forms of consideration regardless of whether such activity is full-time or part-time or if a license is required for such activity. The Premises shall be used exclusively as a private residence as agreed by both parties. Additional guests staying more than a total of 10 days in a calendar year without the written consent of the Landlord constitutes a violation of this agreement.

1.10 They shall not do, suffer anything to be done, or neglect to do anything that would render the policy or policies of insurance on the Premises held by the Landlord and/or the Strata Corporation void or voidable or cause the premium thereon to be increased. In such an event, the Tenants shall repay the Landlord all sums

paid by the Landlord and/or the Strata Corporation by way of increased premiums and all expenses incurred by the Landlord in or about any renewal of such policy or policies. The Tenants 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.

1.11 To the extent permitted by law, and in the absence of the Landlord's negligence, the Tenants will indemnify and hold the Landlord and its employees and agents free and harmless from any and all liability for loss, claim, injury to, or death of any person, including the Tenants, or for property damage, arising from the Tenants' use and occupation of the Premises, or the acts or omissions of any person or persons, in or about the Premises with Tenants' express or implied consent. The Tenants further release the Landlord, its employees, and agents from all liability for loss, claims, injury to or death of any person including the Tenants resulting from the Tenants, or any other authorized person, occupying the Premises during a storm, hurricane, or earthquake.

1.12 The Tenants will, at the Tenants' sole expense, keep and maintain the Premises in good, clean, and sanitary condition and repair during the Term of this Lease. The Tenants shall be responsible to make all repairs to the Premises and the Chattels that may have been damaged by the Tenants' misuse, waste, or neglect or that of the Tenants' family, agent, or visitor. The Tenants 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. Failure to do so will be considered a breach of lease and Tenants, at the Landlord's discretion, agree to vacate the Premises and forfeit the Deposit remaining, if any, after repairs.

1.13 The Tenants shall keep garbage within the interior of the Premises and shall deposit garbage in proper garbage containers for collection.

1.14 They shall not 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 Tenants shall not give keys to any person other than their children or temporary guests, and if lost, the Tenants must notify the Landlord as soon as practicably possible and shall be responsible for the replacement fee. The replacement fee for lost keys Is $150.00

1.15 They shall 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 Tenants, the Tenants 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. In the absence of any fault of the Tenant, the Landlord is to be responsible for regular or as-required pest control treatments.

1.16 They shall not smoke themselves nor shall they permit anyone to smoke inside the Premises. If the internal decoration or furniture becomes discolored or has an odor as a result of the Tenants, or other persons smoking in or around the Premises, the Tenants will be responsible for any costs of deep cleaning and if necessary redecoration and/or replacement of furniture or drapes of the Premises. Tenants are asked to be mindful of neighbors' possible open doors or windows and migrating secondhand smoke. If secondhand smoke does become an issue from complaints of other residents the Tenants will be issued a notice of warning in such case. If notices amount to three it will be considered a breach of lease and Tenants will be asked to vacate the Premises and forfeit the Deposit.

1.17 They shall observe the location of the fire extinguisher and smoke alarms on the Premises and contact the Landlord immediately if the extinguisher or smoke alarm battery needs replacing.

1.18 All vehicles must be parked in designated parking spaces only of the Premises. The Tenants acknowledge there is ONE (1) parking spot designated for the Premises. The Tenants agree never to park or store a large commercial or recreational vehicle or boats in the designated parking or elsewhere on the property. Junk cars, cars on blocks, non-functional vehicles, or unlicensed and uninspected vehicles are not permitted and removal will be at the expense of the Tenants.

1.19 The Tenants shall not use the exterior of the Premises or any other parts of the property for the purpose of storage, drying clothes, or cleaning rugs.

1.20 The Tenants shall inspect the Premises with the Landlord or Landlord's agents before taking possession and shall confirm the condition of the Premises and chattels by signing the Second Schedule, to confirm the inventory, and to record any pre-existing defects.

1.21 During the last forty-five (45) days of the tenancy, the Tenants shall permit the Landlord upon reasonable prior notice to enter and view the Premises with prospective tenants.

1.22 They agree that pets are strictly not permitted on Premises unless preapproved by the Landlord in writing. Any and all damage caused by the Tenants' pets shall be paid forthwith by the Tenants. If the Tenants have pets, without the Landlord's consent, the Landlord may terminate the tenancy and the Tenants forfeit the Deposit.

1.23 Tenants agree the air conditioning will be kept at least to 80 degrees Fahrenheit. This will still conserve electricity while maintaining the unit and its contents. Due to the high humidity and temperatures in Cayman, especially during the spring and summer months, mildew contamination of premises can be a serious health issue and cause costly maintenance problems. Failure to use air conditioning will be considered a breach of lease and Tenants, at the Landlord's discretion, agree to vacate the Premises and forfeit the Deposit remaining, if any, after repairs.

On the expiry (or early termination) of the Term, the Tenants shall:

1.24 yield up the Premises in good and tenantable repair and condition in accordance with the covenants hereinbefore contained.

1.25 clean the Premises and the Chattels (or pay for the cleaning) to the Landlord's standard (which means the standard it was in when they took possession of the Premises). Cleaning includes the cleaning of any carpets, 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.

1.26 remove all refuse and rubbish from within the Premises and remove the Tenants' personal belongings, property, foodstuffs, furnishings, and equipment on, or before, the last day of the tenancy.

1.27 promptly pay all final accounts with all utility and service providers connected to the Premises.

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1.28 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. Failure to return all keys shall result in a charge of $150.00 per lock that requires replacement.

1.29 replace (or reinstate) the Chattels in the same areas of the Premises as at the Term Commencement Date.

1.30 If any of the Tenants' 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 the Landlord may remove, store or dispose of any such items as he sees fit. The Tenants will remain liable for the fair costs of arranging such removal, donation, or disposal. The Tenants shall be responsible for the actual cost of removal and agree to pay the Landlord at a minimum of $200.

1.31 promptly provide just before or immediately at the expiry of the Term a forwarding address to the Landlord to be inserted in the FIRST SCHEDULE for ease of administration and communication between the parties, including the processes involved in the return of the Deposit.

1.32 comply with all laws relating to the Premises and its use by the Tenants, any rules, regulations, or operational provisions made by the Landlord, and any by-laws made by the Strata Corporation. The Tenants acknowledge that excessive noise is strictly prohibited. For this purpose, excessive noise shall include noise that causes neighbors to complain either because it is loud or because it is at inappropriate times of day or night. Three noise complaints, delivered to the Tenants in writing, may at the Landlord's discretion, result in the tenancy being terminated.

1.33 Should the Tenants vacate or abandon the premises for any reason before the end of the Term, including termination by the Landlord due to Tenants breaking any of the lease terms, in addition to the costs of cleaning and repairs necessary, if any, they agree to pay to the Landlord all costs associated with placing new tenants in the Premises including but not limited to one month's rent payable to realtors and for all months that the Premises are vacant while looking for appropriate replacement tenants.

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.

2.2 To maintain and keep in good and tenantable repair the structure of the Premises.

2.3 In the case of substantial destruction or damage which renders the Premises uninhabitable, either party may terminate the Lease in which case the Landlord will refund the Deposit unless the damage occurred due to any negligence or act of default of the Tenants in which case they will forfeit the Deposit and may be liable to pay for the repair of the Premises. For the avoidance of doubt, the Tenants' belongings, furnishings, or equipment within the Premises are the Tenants' responsibility and are not covered by any insurance policy maintained by the Landlord.

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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 (5) 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 the 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 the breach to the Tenant, and 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 Lease by re-entering the Premises and thereupon this tenancy shall absolutely determine but 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 If at any time during the Term the Tenants abandon 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 Lease. If the Tenants abandon the Premises and there is no reasonable evidence, other than the presence of the Tenants' personal property, that the Tenants are occupying the Premises, the Landlord may at the Landlord's option terminate this Lease and regain possession of the Premises in the manner prescribed by law. If the Landlord's right of re-entry is exercised following the abandonment of the Premises by the Tenants, then the Landlord shall consider any personal property belonging to the Tenants and left on the Premises 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. On termination of the tenancy for abandonment, the Tenants are liable for expenses incurred for cleaning and repairs, and the Deposit is forfeited.

3.3 Any notice under this Lease shall be in writing and any notice to the Premises or sent to the Tenants by prepaid registered post 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 and sent by email to the email addresses on page 1 and/or hand-delivered to the Tenants or posted on the door of the Premises. Any notice properly posted to the Landlord or Tenants shall be deemed to have been served within three (3) days following that on which it was sent by mail, email, hand-delivered, or posted on the door of the Premises.

3.4 This Lease shall be governed by and construed in accordance with the laws of the Cayman Islands and any applicable local municipal rules, regulations, by-laws, ordinances, and the line. Each of the Landlord and Tenants submits to the exclusive jurisdiction of the courts of the Cayman Islands.

3.5 The Landlord shall not be liable for any damage or injury of or to the Tenants, the Tenants' family, guests, invitees, agents or employees or to any other person entering the Premises, or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and the Tenants hereby agree to indemnify, defend and hold the Landlord harmless from any and all claims or assertions of every kind and nature. This indemnification includes, but is not limited to, any damage or injury which may be incurred by the Tenants, the Tenants' 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 Tenants hold harmless the Landlord from any and all claims or assertions of every kind and nature for any damage or injury the Tenants attribute to any absence or failure of fencing that may be on or surrounding the Premises.

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3.6 The Landlord may offer the Premises for sale, but in the event, the Landlord has a signed offer of sale intending to convey title to the property, the landlord shall give the Tenant a 60-day advance written notice if they are required to vacate the Premises and the Tenant agrees to vacate the Premises.

3.7 In this Lease 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.

3.8 Thirty (30) days after the final day of the tenancy or such reasonable time following the expiry or earlier termination of this Lease, the Deposit (or the undisputed balance) shall be returned to the Tenants. If deductions are to be made from the Deposit arising from the Tenants' breach of or failure to comply with the Tenants' obligations under the Lease, the Tenants shall be notified in writing of the reason for such deduction and if deductions exceed the Deposit, the Tenants shall be notified in writing of the amount they owe and the Landlord will provide a schedule of costs. If monies lawfully due to the Landlord under this Lease are more than the Deposit held, the Tenants will be liable to pay any excess to the Landlord forthwith after written demand.

3.9 The Deposit (or undisputed balance, if any) will be returned to the Tenants by cheque, bank draft, or direct electronic bank transfer (in whichever manner the Tenants elect) and where the Tenants comprise more than one person, the Deposit (or undisputed balance, if any), may be returned to any one of them individually for and on behalf of all Tenants and the Tenants confirm their signature below is written consent of all Tenants to transfer the undisputed sum to one Tenant.

The Tenant signing this Rental Agreement hereby states that all questions about this Rental Agreement have been answered, that they fully understand all of the Agreement and the obligations and responsibilities of each party, as spelled out herein. They further state that they agree to fulfill their obligations in every respect or suffer the full legal and financial consequences of their actions or lack of action in violation of this Agreement. Signature by the Tenant of the Rental Agreement is acknowledged that he/she has received a signed copy of the Rental Agreement.

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IN WITNESS WHEREOF the parties hereto have signed their respective signatures on the day and year first above written.

Signed by the Landlord:

Name: Kryo Group Ltd (Landlord)

In the presence of:

Witness By: _____

Name: _____

Signed by the Tenant(s):

Signature: _____

In the presence of:

Witness By: _____

Name: _____

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FIRST SCHEDULE

Premises: #112 Windstar Dr. Unit A, West Bay, Grand Cayman, Cayman Islands , WBNQ Block: 1D, Parcel 655

Term: TWELVE (12) Months

Term Commencement Date: 1 December 2021

Rent: CI$2,200.00 per month, payable on OR BEFORE the 1st day of the month

Deposit: CI$2,200.00, not to be used as last month's rent (The Landlord holds CI$2,000.00 on account from the previous lease dated 23 July 2020, so only the difference of CI$200 is payable on the effective day of this lease renewal to bring the balance of the Deposit to CI$2,200.00).

No. of Adults: 1

No. of Pets: 0

No. of Children: 2

No of Keys: 1

Vehicle: Toyota Rush White #196 874

Postal Address of Landlord:

Name: Kyro Group Ltd
PO Box PO Box 397
10 Market Street, Cayman Bay
Grand Cayman
KY1-9006

Deposit to Bank:
Name of Account Holder: Kryo Group Limited

KYD account #10471754 at First Caribbean International Bank

Tel: 1 (345) 323 - 8123

All reports of repairs or complaints are to be reported to

Jan (general inquiries and emergencies): admin@globalsolutions.ky

and Patrick Streete (maintenance calls and emergencies): lahmount@gmail.com

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SCHEDULE 2 – CHATTELS AND CONFIRMATION OF CONDITION

Print Name: _____ (collectively the Tenants)
Signatures:

_____ _____

In the presence of:

Witness By: _____
Name:

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SUMMARY COURT AT GEORGETOWN
CIVIL DIVISION

CAUSE NO. OF 2022

BETWEEN:

KRYO GROUP LTD.

PLAINTIFF

AND

KURL KNIGHT

DEFENDANT

ACKNOWLEDGMENT OF SERVICE

1. State the Defendant's name and where the Plaint was received:

2. State whether the Defendant intends to contest the action:
   YES _____ **NO**_____

3. If you do not intend to contest the action, do you want time to pay the claim?
   YES _____ **NO**_____

4. If you do intend to contest the action, in whole or in part, you must set out the full particulars of your defence overleaf.

SERVICE OF THE PLAINT IS ACKNOWLEDGED ACCORDINGLY.

_____
Defendant's Signature

Dated the ____ day of _____, 2022.