



COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. G OF 2026

BETWEEN

THORA FORBES

PLAINTIFF

AND

JOHAN JOSEPHS
JOHAN JOSEPHS t/a K-J's STORE

1st DEFENDANT
2nd DEFENDANT

WRIT OF SUMMONS

To the Defendant: **Johan Josephs, 392 Birch Tree Hill Road, West Bay, Grand Cayman, Cayman Islands**

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

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

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

Issued this 21st day of July 2026.

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

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

STATEMENT OF CLAIM

The Parties

1. The Plaintiff is the landlord for the Property identified at 392 Birch Tree Hill Road, West Bay, Grand Cayman, which includes a mini-mart, a storage area (formerly a laundromat), an apartment, a beauty salon and a garage.
2. The Defendant is a businessman resident in West Bay who has operated his business from the Property since about 1 October 2016 and is also known as "Johan Josephs t/a K-J's". The Defendant has operated his business from the Property since 1 October 2016.

The Lease, Addendum and Key Terms

3. The Plaintiff will rely on the Lease dated 2016 and the Addendum and Schedule of Payments executed in 2024, and on the email correspondence referred to below and which are exhibited in the materials.
4. By a written lease agreement commencing 1 October 2016 (the "Lease"), the Plaintiff let the Property to the Defendant for a 12-month term with automatic one-year renewals absent 60 days' written notice by email, at monthly rent of CI\$1,200.00, with
 - a. rent due by the 30th of each month and contractual late fees,
 - b. a forfeiture/right of termination for failure to pay rent on time on more than two occasions within any six-month period,
 - c. a prohibition on alterations without the Plaintiff's written consent, and
 - d. a notice clause providing for service by email to specified addresses.
5. The Lease began on 1 October 2016 for 12 months with automatic one-year renewals unless either party sent a 60-day written termination notice by email to the addresses specified.

6. The rent under the Lease was CI\$1,200.00 per month, due by the 30th of each month, with late fees of CI\$50 on the 3rd and CI\$100 on the 16th if sums remain unpaid.
7. The Lease states that habitual late payment is a material default and entitles the landlord to terminate for failure to pay rent on time on more than two occasions within any six-month period.
8. Clause 4 prohibits the Tenant from making changes or additions to the property without the Landlord's written consent.
9. The Lease provides that termination notices and other notices must be sent by email to the addresses specified for the parties.
10. On 1 June 2024 the parties executed the Addendum for a fixed term beginning 1 June 2024 and ending 30 June 2029. The Addendum provided for monthly rent of CI\$1,400.00 from 1 June 2024 to 31 December 2024 and attached a Schedule of Payments. The Schedule of Payments provided CI\$2,000.00 per month for 1 January 2025 to 31 December 2025, and CI\$3,000.00 per month for 1 January 2026 to 31 December 2026 inclusive of the beauty salon. The Addendum expressly states that all other terms and conditions of the original Lease remain the same.

Plaintiff's Handover Breach and Vacant Possession Date

11. The Addendum contemplated that from 1 January 2026 the rent of CI\$3,000.00 per month would include the beauty salon, but the Plaintiff did not hand over the beauty salon with vacant possession on 1 January 2026, and the Defendant only obtained vacant possession on 30 April 2026. The Schedule fixed rent at CI\$3,000.00 per month for 2026 to include the beauty salon. The Defendant obtained vacant possession of the salon on 30 April 2026.

12. The parties agreed that rent would be credited/adjusted to reflect the delayed salon access, namely that the extra CI\$1,000.00 paid for January 2026 would be credited towards March 2026. On 2 March 2026 the parties, through counsel, agreed that the additional CI\$1,000.00 paid on 6 January 2026 would be credited against March rent.
13. The parties' credits/adjustments for the delayed salon handover are reflected in the rent accounting.

Breach: Non-payment and Habitual Late Payment

14. The Defendant paid January 2026 rent five days late and February 2026 rent four days late, and failed to pay in full the adjusted rent falling due for March 2026, thereby triggering the Lease's forfeiture provision for habitual late payment/non-payment.
15. On 6 January 2026 the Defendant paid January 2026 rent five days late, in the sum of \$3,000.00, but with not having vacant possession of the salon, the extra CI\$1,000.00 was later agreed to be credited to March 2026.
16. On 5 February 2026 the Defendant paid CI\$2,000.00 in respect of February rent on the basis he did not have access to the salon.
17. The Defendant failed to pay rent due when due for March 2026 in the adjusted sum of CI\$1,000.00 after applying the January credit.
18. Clause 2 entitles the Landlord to terminate the Lease for failure to pay rent on time on more than two occasions within any six-month period.

Alterations Without Consent

19. The Defendant undertook or maintained alterations without the Plaintiff's written consent, including erecting and failing to remove an internal partition restricting bathroom access for the

salon, changing locks to shared facilities and the salon, and placing a shipping container and tarp/wooden posts on the Property, contrary to Clause 4.

20. On 21 March 2026 the Plaintiff wrote to the Defendant requiring removal of an internal partition erected by the Defendant without consent and the Defendant failed to remove it and failed to grant access through the internal hall to the salon tenant.
21. On or about 29 April 2026 the Defendant changed locks to the bathroom shared with the salon tenant and refused her access, and changed locks to the salon door before the salon tenant had vacated, without the Plaintiff's consent.
22. On 30 April 2026 the Plaintiff required removal of a shipping container and tarp structure erected on the Property without consent, which the Defendant intended to keep permanently.
23. Clause 4 prohibits changes or additions without the Landlord's written consent.

Eviction/Termination Notice

24. In light of the Defendant's habitual late payment and outstanding March 2026 rent, on 1 April 2026 the Plaintiff served an eviction/termination notice by email to the Defendant with an effective date of 30 June 2026 pursuant to the Lease notice provisions, which the Defendant refused on 2 April 2026.
25. On 1 April 2026 the Plaintiff served an eviction notice by email with an effective date of 30 June 2026.
26. On 2 April 2026 the Defendant replied, "I do not accept any eviction notice and will not adhere to your notice."

27. The Lease requires that notices, including termination, be sent by email to the parties' specified addresses.

Particulars of Arrears, Credits, and Application of Payment;

28. On 6 July 2026 the Defendant paid USD\$2,879.81 (CI\$2,419.04), which the Plaintiff applied to the outstanding March 2026 rent of CI\$1,000.00 satisfying rent for March 2026.

29. April 2026 rent: CI\$2,000.00; after applying CI\$1,419.04 (balance of the 6 July 2026 payment), April balance due CI\$580.96 and remains unpaid.

30. May 2026 rent: CI\$3,000.00; unpaid. May 2026 rent of CI\$3,000.00 became due following vacant possession of the salon on 30 April 2026; May rent is due and unpaid.

31. June 2026 rent: CI\$3,000.00; unpaid. June 2026 rent of CI\$3,000.00 is due and unpaid.

32. The Defendant failed to pay in full the following post-credit monthly rents: April 2026 balance CI\$580.96; May 2026 CI\$3,000.00 (after he had obtained salon possession on 30 April 2026); and June 2026 CI\$3,000.00.

33. Total arrears (April–June 2026): CI\$6,580.96. Total arrears claimed for April–June 2026 are CI\$6,580.96.

34. In addition, the Defendant received CI\$800.00 in salon rent which should have been remitted to the Plaintiff, and deducted CI\$1,200.00 from rent purportedly for repairs that were not carried out; both sums remain due to the Plaintiff.

Breach and Forfeiture

35. By reason of the Defendant's habitual late payment and non-payment of rent as particularised, and his breaches of Clause 4 (unauthorised alterations), the Plaintiff has validly exercised her contractual right of forfeiture/right of re-entry under the Lease as incorporated by the Addendum,

and seeks an order for possession and judgment for the sums due. The Lease entitles the Landlord to terminate for failure to pay rent on time on more than two occasions within any six-month period, and prohibits alterations without written consent. The Plaintiff served an eviction notice effective 30 June 2026 following outstanding rent and habitual late payment.

Mesne Profits/Occupation Rent

36. The Plaintiff claims mesne profits/occupation rent at the monthly rate of CI\$3,000.00 from 1 July 2026 until delivery up of possession or further order. The 2026 rent under the Schedule is CI\$3,000.00 per month inclusive of the salon.

PRAYER FOR RELIEF

The Plaintiff claims:

- a) Possession of the Property at 392 Birch Tree Hill Road, West Bay, Grand Cayman. The Property, the subject of this claim, is at 392 Birch Tree Hill Road, West Bay, Grand Cayman.
- b) Judgment for rent arrears in the sum of CI\$6,580.96, being
 - i. April 2026 balance CI\$580.96,
 - ii. May 2026 CI\$3,000.00, and
 - iii. June 2026 CI\$3,000.00, net of agreed credits/adjustments. The arrears for April–June 2026 total CI\$6,580.96 on the basis set out above
- c) Judgment for additional sums due of CI\$2,000.00, being
 - i. CI\$800.00 salon rent received by the Defendant and not remitted; and
 - ii. CI\$1,200.00 deducted for repairs not carried out. The Defendant has not remitted CI\$800.00 collected from the salon tenant and deducted CI\$1,200.00 for repairs not carried out .

- d) Contractual late fees as additional rent pursuant to the Lease, or alternatively interest pursuant to the Judicature Act (2021 Revision), both to be assessed.
- e) Mesne profits/occupation rent from 1 July 2026 at CI\$3,000.00 per month until delivery up of possession or further order.
- f) Costs.
- g) Such further or other relief as the Court deems just.

DATED this 17th day of July 2026



ANGLIN LAW

Attorneys for the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of Acknowledgment of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person. After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.
2. A defendant who states in the Defendant's Acknowledgment of Service that the Defendant intends to contest the proceedings must also serve a defence on the attorney for the plaintiff (or on the plaintiff if acting in person).
3. If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

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

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

4. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that the Defendant intends to apply for a stay, execution will be stayed for 14 days after that Defendant's Acknowledgment, but the Defendant must, within that time, issue a Summons for a stay of execution, supported by an affidavit of the Defendant's means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for Notes for Guidance

Please complete overleaf

Notes for Guidance

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS
CIVIL DIVISION

CAUSE NO. G OF 2026

BETWEEN

THORA FORBES

PLAINTIFF

AND

JOHAN JOSEPHS
JOHAN JOSEPHS t/a K-J's STORE

1st DEFENDANT
2nd DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

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

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

Service of the Writ is acknowledged accordingly

(Signed) _____
Attorney for Respondent

Please complete overleaf

Notes on address for service

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

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

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

ANGLIN LAW

3rd Floor KPREDIT Building (Harbour Centre),
159 Mary Street, George Town, Grand Cayman

PO Box 196, Grand Cayman, KY1-1301

Indorsement by Respondent's attorney (or by the Respondent if acting in person) of that Respondent's name and address in the box below:

LEASE AGREEMENT

Landlord: Thora Forbes

Tenant: Johan Josephs

We've written this lease in every day English so that you can understand and refer to it while you are with us. The words Tenant, your, you, refers to the person who sign this Lease,

The words Landlord, I, we, our and us refers to the landlord. Landlord refers to Thora Forbes 392 Birch Tree Hill Road, West Bay, Grand Cayman, Cayman Islands.

LANDLORD REQUESTS THAT TENANT MAKE ALL RENTAL PAYMENTS AND ANY OTHER PAYMENTS DUE TO THE LANDLORD TO: THORA FORBES BY DEPOSITS TO BUTTERFIELD BANK, ACCOUNT NUMBER 02-201-119537.

Please read this Lease carefully. If it meets with your approval, sign it. The person signing this Lease will be responsible up to the full amount of the rent. Any arrangement for contributions or payments between any other person/s does not affect or bind the Landlord.

1. PROPERTY LEASED

I agree to lease to you, and you agree to rent the following property:

Mini Mart, Laundry, and studio Apartment
392 Birch Tree Hill Road
West Bay
Grand Cayman

2. TERM

The Lease will be for **12 month (s)** beginning October 1st, 2016 and ending October 1st, 2017. The Lease will be renewed at the end of each term for an

additional year unless you or I send a written notice of termination to the other at least (60) days before the end of the term. This notice must be sent via e-mail to Landlord at caymangirl66@hotmail.com or the landlord will sent to you at johaniosephs6@gmail.com.

You agree to pay rent of CI\$14,400.00 by making monthly payments of CI\$1,200.00 and no amount may be subtracted from it. Your rent payments will be due by the 30th of each month, next rent due is October 30, 2016. All rent deposits must be made as stated on page one (1) of this agreement. I have the right to increase your rent for any extensions of this Lease provided I give you written notice of the increase at least sixty (60) days before the extended term begins.

If you have not paid your rent on or before the 30th day of the month, a late fee of \$50 will be charged as additional rent on the 3rd. In addition, if you have not paid ALL monies owed, including the above late fee by the 15th of the same month, a second monthly late fee of \$100 will be charged as additional rent on the 16th. You acknowledge that your habitual late payment of rent is a material default under this Lease, even if you eventually pay the rent. We are entitled to terminate this Lease for your failure to pay rent on time on more than two occasions within any six (6) month period.

3. UTILITIES

Tenant (s) are responsible for all utilities associated with this property. Payments are determined between the other tenant who is leasing the Beauty Salon. Under no circumstances are the Utilities shut down from the other tenant.

4. ALTERATIONS

The Tenant may not make any changes or additions to the property without the Landlord's written consent. All Changes or additions made without the Landlord's written consent shall become the property of the landlord when completed and paid for by the Tenant.

5. TENANT RESERVE – SECURITY DEPOSIT ACCOUNT

When you sign this Lease, you will deposit C\$1,200.00 to the same account as security for your full performance of this Lease. This amount does not include utilities. We may use the deposit to pay for any costs or damages that we suffer as a result of your violation of any of your obligations under this Lease. If you fail to protect the property, we may sue for any damages incurred (including attorney's fees). At the termination of this Lease, after you have left the property, I/we will refund the deposit to you, less any deductions permitted by this Lease after each and all of the following conditions have been met.

The full rental term must have expired

Sixty (60) days written notice given prior to expiration date.

There are no unpaid charges, damages or rental due under this Lease

Under no circumstances may you use this deposit to pay rent, including rent for The last month of this lease the rent must be paid on or before the 30th of each Month as stated previously.

I/we will not be responsible for any damage to or loss of your personal belonging Or the belongings of other people while they are kept on/in this property. We Will also not be responsible for any personal injuries or time or inconvenience in The event of damage or destruction to this property.

a. CARE OF THE PROPERTY

You agree to keep the property (in or around) in a clean and healthy condition at your own expense. Since the property was turn-over to you without the Landlord's knowledge you agree that all appliances and equipment are in working condition or you will ensure that they are. At the termination of this Lease, you agree to leave the Property and all of the appliances and equipment in the same condition that they were in at the beginning of the Lease signed by the previous Tenants of which now you taken control, with the exception of normal wear. You also agree that you have inspected the property and it is in good repair, and that

you accept it "as is,". Tenant shall pay attention to water leaks, excessive moisture or mold growth in or around the property.

6. OTHER FEES

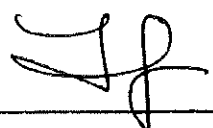
The tenant is responsible for all fees associated with the property, being Business license, work permits, or any others that may incur. This property is for the sole use of legal business, and must be conducted in a professional manner.

G2026-0178

Page 16 of 27

NO ASSIGNMENT OR SUBLETTING

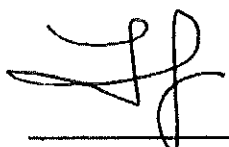
The tenant may not do any of the following without the Landlord's written consent (a) assign this Lease (b) sublet all or any part of the Property or (c) permit any other person to use the property.



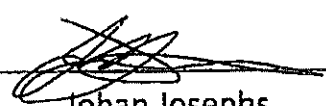
LANDLORD



TENANT

 Nov 09, 2016

Thora Forbes Date: _____



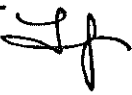
Johan Josephs Date: 9-Nov-2016

The Tenant is to attach a copy of his Driver's License to this Lease.

CONFIDENTIAL

November 09, 2016

Amendment by Thora Forbes

Lease \$1200.00
Yard Maintenance -50.00 (Effective Oct, 2016, Yard to be kept clean by Tenant)
\$1150.00 

G2026-0178

Addendum

Commercial Lease Agreement

THE PARTIES. This commercial Lease Agreement ("Agreement") is made on June 1st, 2024, by and between:

G2026-0178 Landlord: **Thora Forbes**, ("Landlord"), who agrees to lease the Premises to:

Tenant: **Johan Josephs** ("Tenant"), who agrees to rent the Premises under the following terms:

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties".

LEASED PREMISES. The Landlord agrees to lease to the Tenant the following described space:

Street Address: 392 Birch Tree Hill Road, West Bay, Grand Cayman

Type of Space: Commercial

Other Description: Mini Mart, Storage, Apartment

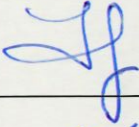
TERM. This Agreement shall be considered a:

Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on **June 1st, 2024**, and ending on **June 30th, 2029**.

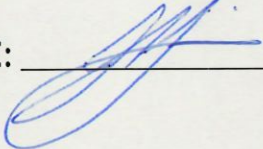
Rent. During the Term from June 1st, 2024, to December 31st, 2024, there shall be:

Monthly Rent: CI\$1,400.00. A schedule will be provided for the Increase in Rent from January 1st, 2025, to December 31st, 2029.

All other terms and conditions on the original Lease Agreement remains the same.

LANDLORD'S SIGNATURE: 

DATE: June, 1st, 2024

TENANT'S SIGNATURE: 

DATE: 01-June 2024

G2026-0178

Page 18 of 27

Commercial Lease Agreement

Schedule of Payments

To attach to Lease Agreement signed

June 1, 2024, by Thora Forbes and Johan Josephs (Parties)

G2026-0178

Page 19 of 27

January 1st 2025 – December 31st 2025,

**CI\$2,000.00 + (CI\$600.00 in arrears for
January 2025)**

**January 1st 2026 – December 31st 2026 (to include Beauty
Salon Store) CI\$3,000.00**

**January 1st 2027 – December 31st 2027
CI\$4,000.00**

On or before the year 2028

**Once Deposit of \$10,000.00 and stop repairs completed
(as discussed) and all expenses are for the sole
responsibility of Johan Josephs.**

Rent CI\$5,000.00

**Lease will be prepared for a total of ten (10) years
from
the year 2029 as stated above.**

G2026-0178

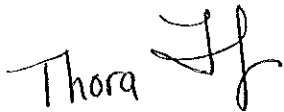
Rent to be discussed and revised with the commercial rental market.

Please acknowledge in agreement by replying to this email.

G2026-0178

Page 20 of 27

Johan Josephs - Tenant

A handwritten signature in black ink, appearing to be 'Johan Josephs', written in a cursive style.A handwritten signature in black ink, appearing to be 'Thora', written in a cursive style.

Torā Forbes - Landlord

G2026-0178



March 1, 2026 Rental Payment

From Thora Forbes <thora.forbes@gmail.com>

Date Sat 3/21/2026 5:34 PM

To Johan Josephs <johanjosephs6@gmail.com>; kjstore6@gmail.com <kjstore6@gmail.com>; Kattina Anglin <kanglin@perryanglin.com>

Dear Johan,

G2026-0178

Page 21 of 27

In the event that storekeeper has not made you aware that I visited the shop on Friday, 20th March 2026, I am writing to advise that as I am currently on the island and I will visit the premises between 5 pm and 6 pm on Monday, 23rd March 2026, to inspect the store, apartment, and salon. Please advise the occupier of the apartment that I will be coming by to inspect the apartment on Monday afternoon. Thank you.

While I am there on Monday, I expect to collect from you or your agent, as you may choose, the outstanding rent of \$2,000.00 for March 2026, which was due on 1 March 2026, failing which I will have no option but to issue a notice of eviction. My attorney, Ms Kattina Anglin, is copied and is confident your attorney advised you of the weaknesses of your position regarding the purported lease, which would likely be ruled against by a court of law; nonetheless, without the rent being paid in full, you have no right at all to remain in occupation of the building.

Yesterday I saw for myself that you have permanently blocked the passage that allows bathroom access for the beauty salon and its customers. I did not give you permission to do this. You have until 5 pm to remove that partition or I will have it removed.

Ms Anglin will correspond with you directly via email regarding the formal lease agreement, which will resolve the current landlord/tenant issues.

I look forward to seeing you during my visit on Monday.

Thora Forbes



Re: March 1, 2026 Rental Payment

From Thora Forbes <thora.forbes@gmail.com>

Date Sun 3/22/2026 10:47 AM

To Johan Josephs <johanjosephs6@gmail.com>; kjstore6@gmail.com <kjstore6@gmail.com>; Kattina Anglin <kanglin@perryanglin.com>

G2026-0178 Good morning, everyone,

Page 22 of 27

Attn: Johan,

I'm writing to clarify and update my previous message regarding the removal of the partition. My apologies for the earlier omission—the words "on Monday" were unintentionally left out.

Please note that the deadline for removing the partition is **5:00 PM on Monday, March 23 2026**.

Thora Forbes

From: Kattina Anglin <kanglin@perryanglin.com>

Date: Saturday, 21 March 2026 at 20:29

To: Thora Forbes <thora.forbes@gmail.com>, Johan Josephs <johanjosephs6@gmail.com>, kjstore6@gmail.com <kjstore6@gmail.com>

Subject: Re: March 1, 2026 Rental Payment

Dear Ms Thora,

Thank you for the copying me on your email.

Mr Johan, I look forward to meeting with you regarding the terms of the formal lease agreement. Would 8:30pm on Monday night work for you?

I look forward to your response.

Yours sincerely,

Kattina Anglin

Property Engineer Assessment Notice – Tuesday April 7, 2026

From Thora Forbes <thora.forbes@gmail.com>

Date Wed 4/1/2026 7:05 PM

To Johan Josephs <johanjosephs6@gmail.com>; kjstore6@gmail.com <kjstore6@gmail.com>

Cc Kattina Anglin <kanglin@perryanglin.com>; Thora Forbes <caymangirl66@hotmail.com>

G2026-0178

Page 23 of 27

Dear Johan,

Please be advised that on Tuesday, **April 7, 2026, before 5 pm**, a licensed engineer will attend my commercial property located at **392 Birch Tree Hill Road, West Bay** to conduct a structural integrity assessment.

The assessment will include both the interior and exterior of the premises and is intended to confirm the property's suitability for continued occupancy. The engineer will also provide recommendations to address any identified structural deficiencies, should any exist, as well as recommendations for repairs affecting the aesthetic or functional aspects of the building that do not compromise its structural integrity.

As the inspection is scheduled to occur during regular business hours, you are required to ensure that both the shop and the apartment are fully accessible at the appointed time. This includes providing adequate notice to the apartment tenant and to any staff operating at the shop.

Please note that any failure to ensure access, resulting in a missed or delayed inspection, will render you responsible for the costs associated with any additional visits by the engineer.

Thank you for your attention to this matter.

Sincerely,

Thora Forbes



Re: Eviction Notice – 392 Birch Tree Hill Road, West Bay

From Johan Josephs <johanjosephs6@gmail.com>

Date Thu 4/2/2026 6:07 PM

To Thora Forbes <thora.forbes@gmail.com>

Good Day Thora,
G2026-0178

Page 24 of 27

In response to your property engineer assessment notice.

This is unacceptable as our agreement did not involve any engineer coming to the property to tell me what repairs must be taken place. Repairs agreed to be done and has been stated to be my responsibility as written in our agreement. I have already had engineers access and give the necessary recommendations and I will under go at my budget and convenience within my rental terms.

If you felt you wanted this responsibility you should have done it yourself years ago and not have made it my responsibility and at my cost.

All my business operation licenses are up to date, repairs planned are to address foreseeable health or hazard risks and or what is required by law.

You are challenging your own lease agreement that you made for us to sign.

You have been constantly disrupting my time at the property leaving me no peace to carry on with business or agreed obligations.

I do not accept any eviction notice and will not adhere to your notice.

You and your attorney are aware of the sums money that was stated to be recouped.

If you or your attorney disagree with those claims, your attorney should have advised you to take the next " legal " step which would be to mediate before going to court if necessary.

Not by attempting to bully me into signing a new lease 8 o'clock at night or you sending your son as a form of intimidation to the store or yourself, all at last minute notice demanding rent.



Notice to Remove Container, Black Tarp, Wooden Posts

From Thora Forbes <thora.forbes@gmail.com>

Date Thu 4/30/2026 12:42 AM

To Johan Josephs <johanjosephs6@gmail.com>; kjstore6@gmail.com <kjstore6@gmail.com>

Dear Mr. Johan Josephs,
G2026-0178

Page 25 of 27

Please be advised that you are hereby given notice to remove the container, currently located at the premises, **392 Birch Tree Hill Road, West Bay**, within thirty (30) days. The deadline for removal is **May 30, 2026**.

Please note that the property is not a storage facility for containers or vehicles, and the container is not authorized to remain on the premises for an extended period.

If the container is not removed by this date, it will be removed at your expense, and you will be responsible for all associated charges, including storage fees.

Additionally, the black tarp and posts placed across the property in front of the building are not authorized under your lease and are considered an unsightly condition on the property. The tarp and posts must be removed by **Thursday, April 30, 2026**. If not removed, I will arrange for their removal on **Friday, May 1, 2026**, before the end of the business day. Please note that I will not be responsible for any damage to the tarp or wooden posts resulting from its removal.

You are also not authorized to carry out any construction on the property.

Thora Forbes
Landlord/Property Owner

Eviction Notice – 392 Birch Tree Hill Road, West Bay

From Thora Forbes <thora.forbes@gmail.com>

Date Wed 4/1/2026 7:37 PM

To Johan Josephs <johanjosephs6@gmail.com>; kjstore6@gmail.com <kjstore6@gmail.com>

Cc Kattina Anglin <kanglin@perryanglin.com>; Thora Forbes <caymangirl66@hotmail.com>

G2026-0178

Page 26 of 27

Dear Johan,

This letter serves as formal notice of eviction from my commercial property located at **392 Birch Tree Hill Road, West Bay**, due to nonpayment of rent for March 2026. Despite requests that you bring your rent current both from myself and my attorney, you have failed to do so.

The effective date of this eviction is **June 30, 2026**.

You are required to vacate the premises on or before this date. All personal belongings and supplies must be removed from the property **by 5pm on June 30, 2026**.

All utilities and consumer-related invoices (CUC, CWC etc.) must be **paid in full**, and copies of all paid invoices must be provided to **Thora Forbes, Owner/Landlord**, on **June 30, 2026 via email to thora.forbes@gmail.com**.

A final inspection of the property will be conducted at 5:30pm on **June 30, 2026**, and must be attended by both parties:

- Thora Forbes, Owner/Landlord
- Johan Josephs, Occupier

You are required to leave the property in a clean and sanitary condition.

Sincerely,

Thora Forbes
Owner/Landlord
Cell: 518-542-7912

G2026-0178



Re: Notice to Remove Container, Black Tarp, Wooden Posts

From Johan Josephs <johanjosephs6@gmail.com>

Date Thu 4/30/2026 4:51 PM

To Thora Forbes <thora.forbes@gmail.com>

Good Day Thora,

G2026-0178

Page 27 of 27

It has come to my attention again that you appeared at the store unannounced April 29th 2026 and conducted work inside the shop with two unknown gentlemen, during my business hours with out any acknowledgment to my self.

Unannounced visits has been a frequent occurrence recently.

As a tenant I should be notified of any access needed or any work needing to be conducted.

As to my understanding no work should be planned as we agreed I will be responsible for repairs during my tenancy. Can you please explain why I was not given any notice and the reason for these actions?

In regards to the tarp placed outfront, it is for the safety of the public and workers that will be placing appropriate parking for the complex, as well as the roof repairs and restrooms, which I have already received your approval in our signed agreement.

Can you provide a reasonable explanation as to why this temporary barrier is not necessary?

As for the shipping container, it has been stationery for an extended period due to your lack of holding up your end of our agreement therefore I have not been able to conduct the work needed. I will be importing goods frequently in the near future and it will be in use.

The location where it is at now is not ideally where I would like to place it but the property grounds are not level and for now that is the safest spot until the work I undergo is completed.

I am hoping to move forward with an understanding so that I am able to conduct my business and agreed repairs in peace.

Regards,
Johan Josephs