

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 3470F 1997.

BETWEEN: OLE JUD'S RESORT LTD - PLAINTIFF
AND: JOHN S WOLFF III FIRST DEFENDANT
AND: CHERYL WOLFF SECOND DEFENDANT
AND: WILLIAM MILLER THIRD DEFENDANT
AND: RAYMOND CARUCCI FOURTH DEFENDANT



WRIT OF SUMMONS

TO: Mr. John S Wolff III
Ms. Cheryl Wolff
Mr William Miller
Mr Raymond Carucci
c/o Blue Reef Resort,
P O Box 205 NS
North Side, GRAND CAYMAN



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

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

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

Issued this *2nd* day of *June*, 1997.

NOTE-this Writ may not be served later than 4 calendar months.

IMPORTANT

Directions for Acknowledgement of service are given with the accompanying form

STATEMENT OF CLAIM

1 The Plaintiff is a company duly incorporated and registered under the Laws of the Cayman Islands whose registered office is located at Brooks & Brooks, Attorneys At Law , 2nd Floor Harbour Centre P O Box 1355GT Grand Cayman.

2 The First, Second, Third and Fourth Defendants are residents of the Cayman Islands and are the beneficial owners of the Blue Reef Resort located at North Side, Grand Cayman.

3 On or about 29th August, 1996 the First, Second, Third and Fourth Defendants executed a Promissory Note in favour of the Plaintiff whereby inter alia they promised to pay the said Plaintiff the principal sum of US\$150,000.00 with interest payable thereon at the rate of 15% per annum which interest payments were to be made on a quarterly basis on 29th November, 1996; 28th February, 1997; and 20th May, 1997. In addition it was an expressed term of the said Promissory Note that the full principal amount plus any interest outstanding would be paid by 30th May, 1997 at the latest and that in default of any payment being made that the whole amount remaining unpaid would at the option of the company become immediately due and payable.

3 It was also an expressed term of the said Promissory Note that upon such Default the Plaintiff shall have the right to charge interest both after as well as before Judgement at the agreed rate from the date that the sum falls due until actual payment by the makers or acceptance by the Plaintiff. It was also an expressed term of the said Promissory Note that all payments to be made under the Note are to be made without setoff, or counterclaim and free and clear of and without deduction for or on account of any present or future taxes, levies, imposts, duties, deductions or withholdings of any nature whatsoever imposed, levied, collected, withheld or assessed by any government of the Cayman Islands or any political subdivision or tax authority thereof. It was also an expressed term of the said Promissory Note that any and all reasonable legal fees and costs of collection shall be borne by the Makers.

4 The Plaintiff will rely on the terms of the said Promissory Note for their full terms and effects.

5 In breach of the terms of the said Promissory Note the First, Second, Third and Fourth Defendants have neglected to make the final payment of principal plus interest which to 30th May, 1997 was US\$150,625.00 despite demand for payment of same.



WHEREFORE THE PLAINTIFF CLAIMS

(I) Principal Amount Outstanding and Interest to 30th May, 1997 US\$150,625.00

(II) Continuing interest thereon pursuant to the terms of the Promissory Note at 15% per annum

(III) Legal fees and Costs _____

TOTAL \$

Dated this 2nd day of June, 1997.



Brooks Brooks
BROOKS & BROOKS
Attorney-At-Law
for the Plaintiff



PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of US\$150,625.00 plus costs of CI\$1,500.00 and disbursements of CI\$1,800.00 and continuing interest at the rate of 15% per annum to the date of payment further proceedings will be stayed. The money must be paid to the Plaintiff or its Attorney-At-Law.

THIS WRIT IS ISSUED by Brooks & Brooks Attorney-At-Law for the Plaintiff whose address for service is 2nd floor Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 347 OF 1997 .

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AND JOHN S WOLFF III FIRST DEFENDANT

AND: CHERYL WOLFF SECOND DEFENDANT

AND: WILLIAM MILLER THIRD DEFENDANT

AND RAYMOND CARUCCI FOURTH DEFENDANT

**ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney-At-Law to act for you, give him this form

IMMEDIATELY.

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

Delay may result in
judgement being entered
against a Defendant
whereby he may have to
pay the costs of

FORM MAY HAVE TO BE RETURNED
aside.

applying to set it

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

Yes

No

Service of the Writ is acknowledged accordingly

(signed)

[Attorney] for

[Defendant in person]

Address for service:

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

Endorsement by Plaintiff's Attorney (or by Defendant if suing in person) of his Name, Address and References, if any, in the box below.

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