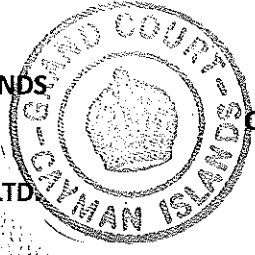


IN THE GRAND COURT OF THE CAYMAN ISLANDS

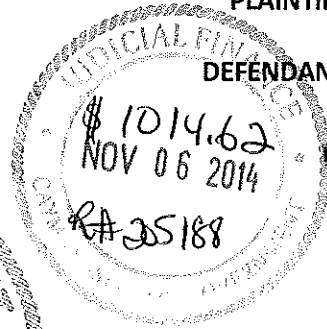
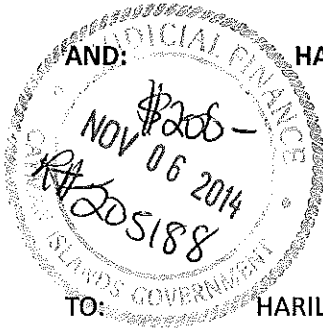


CAUSE NO: *G0242* OF 2014

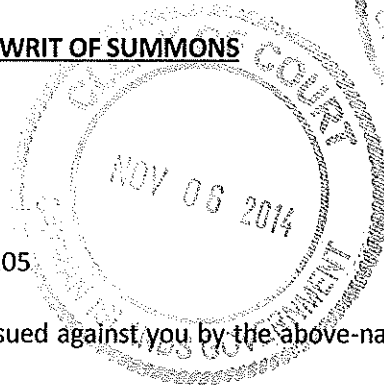
BETWEEN: BODWIN INVESTMENTS LTD PLAINTIFF

AND: HARILYN BODDEN

DEFENDANT



WRIT OF SUMMONS



TO: HARILYN BODDEN
OF: 778 Crewe Road
PO Box 10545
Grand Cayman KY1-1105

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 495, George Town, Grand Cayman KY1-1106, 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: 6th November 2014.

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.

THIS WRIT is issued by Campbells, attorneys for the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JRM/KAH/14784-22755)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN: BODWIN INVESTMENTS LTD. PLAINTIFF

AND: HARILYN BODDEN DEFENDANT

STATEMENT OF CLAIM

- 1 The Plaintiff (the "Landlord") is the owner of a commercial property at George Town East, Block 20B Parcel 118, known as The Cayman Centre, situated on Owen Roberts Drive in George Town Grand Cayman.
- 2 The Defendant (the "Tenant") was formerly the lessee of Unit 5, Building A of The Cayman Centre, as follows:
 - 2.1 On or about 12 February 2008, the Defendant, purporting to act for a company named "H.A. Bodden Realty & Development Ltd." ("HAB") executed a "lease" for a term of 3 years from 12 February 2008, and also, in the same document, entered into a personal guarantee of HAB's obligations under the "lease.
 - 2.2 In fact, HAB has not, to the best of the Landlord's current knowledge, ever been incorporated, and is not registered in the Cayman Islands' Register of Companies.
 - 2.3 Accordingly, the Lease was invalid for lack of a contracting party.
 - 2.4 Notwithstanding the above, the Tenant, trading as "H.A. Bodden Realty" or similar, entered into exclusive occupation of the Premises with the consent of the Landlord, in or about February 2008, and, after a rent free first month, paid rent in relation to the Premises on a monthly basis.

THIS STATEMENT OF CLAIM is filed by Campbells, the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JRM/KAH/14784-22755)

2.5 In the circumstances, the Tenant was deemed by section 45(2) of the Registered Land Law (2004 Revision) to occupy the Premises on a statutory periodic tenancy from month to month.

3 The Tenant fell into arrears in or about April 2009, and subsequently vacated the Premises in or about May 2012.

4 As at the date of vacation of the premises, the Tenant owed the Landlord the sum of CI\$102,682.22, after taking into account a security deposit of US\$2,292.00 paid on or about 12 February 2008, as shown in the attached schedule.

5 By a letter dated 3 November 2014, addressed to the Landlord's attorney, the Tenant acknowledged the debt. By a further email dated 5 November 2014, the Tenant indicated that she had no intention of paying the debt to the Landlord.

6 The Landlord seeks and is entitled to interest pursuant to section 34 of the Judicature Law (2013 Revision) at the rate of 2.375% as shown in the attached schedule, amounting to CI\$8,779.33 as at 5 November 2014 and continuing at the daily rate of CI\$6.68 per day until judgment or sooner payment, alternatively at such rate from such date and on such amount as this honourable Court thinks fit.

AND THE PLAINTIFF CLAIMS:

(1) CI\$102,682.22

(2) Interest pursuant to section 34 of the Judicature Law (2013 Revision) at the rate of 2.375% as shown in the attached schedule, amounting to CI\$8779.33 as at 5 November 2014 and continuing at the daily rate of CI\$6.68 per day until judgment or sooner payment, alternatively to be assessed

(3) Costs.

(4) Such further or other relief as this honourable Court thinks fit.


CAMPBELLS

Dated: 6th November 2014

Filed: 6th November 2014

THIS STATEMENT OF CLAIM is filed by Campbells, the attorneys for the Plaintiff, whose address for service is Floor 4 Willow House, Cricket Square, George Town, Grand Cayman (Ref: JRM/KAH/14784-22755)

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2014

BETWEEN: BODWIN INVESTMENTS LTD.

PLAINTIFF

AND: HARILYN BODDEN

DEFENDANT

ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS

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

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

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

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

HARILYN BODDEN

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

yes no

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

yes no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney for].....

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 communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

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

Campbells
Floor 4 Willow House
Cricket Square
PO Box 884
George Town
Grand Cayman KY1-1103
(Ref: JRM/KAH/14784-22755)

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

[Empty box for defendant's Attorney indorsement]

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

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

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

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

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

See over for notes for guidance

Please complete overleaf

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (the name stated on the Writ of Summons)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is 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.

Rent falls due	Rent	Balance	Interest @	2.375%
Security deposit		-\$1,879.44		
1-Mar-09	\$2,406.26	\$526.82		
1-Apr-09	\$2,406.26	\$2,933.08		
1-May-09	\$2,406.26	\$5,339.34		
1-Jun-09	\$2,406.26	\$7,745.60		
1-Jul-09	\$2,406.26	\$10,151.86		
1-Aug-09	\$2,406.26	\$12,558.12		
31-Aug-09	-\$2,500.00	\$10,058.12		
1-Sep-09	\$2,406.26	\$12,464.38		
1-Oct-09	\$2,406.26	\$14,870.64		
1-Nov-09	\$2,406.26	\$17,276.90		
1-Dec-09	\$2,406.26	\$19,683.16		
1-Jan-10	\$2,406.26	\$22,089.42		
15-Jan-10	-\$2,500.00	\$19,589.42		
1-Feb-10	\$2,507.32	\$22,096.74		
11-Feb-10	-\$2,500.00	\$19,596.74		
1-Mar-10	\$2,507.32	\$22,104.06		
12-Mar-10	-\$2,500.00	\$19,604.06		
1-Apr-10	\$2,507.32	\$22,111.38		
1-Apr-10	-\$2,300.00	\$19,811.38		
1-May-10	\$2,507.32	\$22,318.70		
20-May-10	-\$2,400.00	\$19,918.70		
1-Jun-10	\$2,507.32	\$22,426.02		
1-Jul-10	\$2,507.32	\$24,933.34		
1-Aug-10	\$2,507.32	\$27,440.66		
1-Sep-10	\$2,507.32	\$29,947.98		
1-Oct-10	\$2,507.32	\$32,455.30		
3-Oct-10	-\$2,500.00	\$29,955.30		
1-Nov-10	\$2,507.32	\$32,462.62		
1-Dec-10	\$2,507.32	\$34,969.94		
1-Jan-11	\$2,507.32	\$37,477.26		
1-Jan-11	-\$2,500.00	\$34,977.26		
1-Feb-11	\$2,507.32	\$37,484.58		
1-Mar-11	\$2,507.32	\$39,991.90		
1-Apr-11	\$2,507.32	\$42,499.22		
1-May-11	\$2,507.32	\$45,006.54		
1-Jun-11	\$2,507.32	\$47,513.86		
1-Jul-11	\$2,507.32	\$50,021.18		
1-Aug-11	\$2,507.32	\$52,528.50		
1-Sep-11	\$2,507.32	\$55,035.82		
1-Oct-11	\$2,507.32	\$57,543.14		
1-Nov-11	\$2,507.32	\$60,050.46		
1-Dec-11	\$2,507.32	\$62,557.78		

Rent falls due	Rent	Balance	Interest @	2.375%	
1-Jan-11	\$2,507.32	\$65,065.10			
1-Jan-11	-\$2,500.00	\$62,565.10			
1-Feb-12	\$2,507.32	\$65,072.42			
1-Mar-12	\$2,507.32	\$67,579.74			
1-Apr-12	\$2,507.32	\$70,087.06			
1-May-12	\$2,507.32	\$72,594.38			
1-Jun-12	\$2,507.32	\$75,101.70			
1-Jul-12	\$2,507.32	\$77,609.02			
1-Aug-12	\$2,507.32	\$80,116.34			
1-Sep-12	\$2,507.32	\$82,623.66			
1-Oct-12	\$2,507.32	\$85,130.98			
1-Nov-12	\$2,507.32	\$87,638.30			
1-Dec-12	\$2,507.32	\$90,145.62			
1-Jan-13	\$2,507.32	\$92,652.94			
1-Feb-13	\$2,507.32	\$95,160.26			
1-Mar-13	\$2,507.32	\$97,667.58			
1-Apr-13	\$2,507.32	\$100,174.90			
1-May-13	\$2,507.32	\$102,682.22			
5-Nov-14					
			1522 days @ 50%		\$5,084.53
			553 days @ 100%		\$3,694.80
			Total		
			Interest		\$8,779.33
			Daily rate		\$6.68