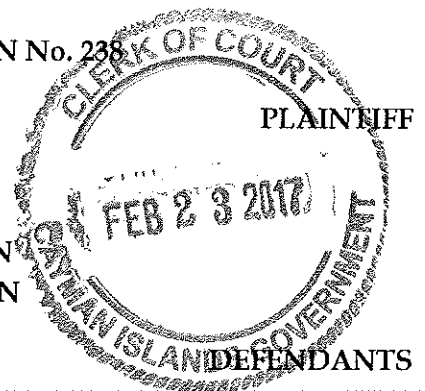


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC ⁰⁰⁴⁵ OF 2017

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No. 238



- (1) ANDREW EDGINGTON
- (2) BEVERLEY EDGINGTON

PLAINT

TO THE DEFENDANTS of P.O Box 12441, Grand Cayman, Cayman Islands, KY1-1104

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

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

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

Issued this 23rd day of February, 2017.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

Introduction

1. The Plaintiffs are the registered owners of the properties comprised in Strata Plan No. 238, more commonly known as Conch Pointe Beach Resort, West Bay, Grand Cayman ("Conch Pointe").
2. The Defendants are Andrew and Beverly Edgington, who are the proprietors of a Strata Lot, commonly known as Unit 3, Conch Pointe ("Unit 3").

Unpaid Fees and Assessments

3. Pursuant to the Conch Pointe By-Laws ("the By-Laws"), the Defendants were required to pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of Unit 3 ("the Strata Fees").
4. The Defendants, in breach of the terms and obligations of the By Laws, have defaulted in the payment of the Strata Fees having failed to pay the sums due to Conch Pointe since 21st November 2016.
5. The balance outstanding to Conch Pointe is presently CI\$8,677.11 ("the Arrears").
6. Despite requests to remedy the breach of the By-Laws being made to the Defendants by the Plaintiff, through its attorneys, the Arrears remain unpaid and outstanding.

Interest and Legal Expenses

7. Clauses 6(37) and (38) of the By-Laws provide that the Defendants shall:
 - (i) indemnify Conch Pointe in respect of claims, demands, actions and proceedings including costs on a full indemnity basis; and
 - (ii) pay interest to Conch Pointe at a minimum of 12% per annum, accruing on a daily basis, on all payments due and unpaid for fourteen days after the due date.
8. Accordingly, by reason of the Defendants failure to pay the Strata Fees and Arrears the Plaintiff has suffered loss and damage and seeks to enforce its rights against the Defendants in accordance with the said By-Laws.

Particulars of Loss

Strata Fees

The Plaintiff has suffered in amount of Arrears being CI\$ 8,677.11.

The Plaintiff is entitled to the payment of Strata Fees up to the date of trial. Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

Legal Expenses

By reason of the Defendant's breaches the Plaintiffs have incurred legal expenses for which the Defendants are, in accordance with Clause 6(37,) required to pay on a full indemnity basis.

As at the date of issue of the Plaint the Plaintiffs have incurred the following reasonable expenses: -

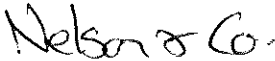
(a) Professional fees and disbursements - Nelson & Company CI\$ 1,000.00

Such loss is expected to continue to date of trial. Full and further particulars of which will be provided in advance of trial.

The Plaintiff therefore claims against the Defendants

- (1) Judgment in the sum of CI\$8,677.11 or such other sums as may be due at date of trial;
- (2) Pre and post-judgment calculated pursuant to clause 6(38) of the By-Laws at a rate of 12% per annum, being CI\$ 113.09 at the date of issue of the Plaint, and accruing at a daily rate of CI\$ 2.05 per day.
- (3) Costs; and
- (4) Such further and other relief as this Honourable Court may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$9,677.11 together with costs and interest, further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.



Nelson & Company
Attorneys for the Plaintiff

Plaintiff's address for service:

31 The Strand,
46 Canal Point Drive,
PO Box 2075,
Grand Cayman
KY1-1105,
Cayman Islands.

This Plaintiff was filed by Nelson & Company whose address for service is 31 The Strand, 46 Canal Point Drive, P.O. Box 2075, Grand Cayman, Cayman Islands.

IN THE SUMMARY COURT OF THE CAYMAN ISLANDS

CAUSE NO. SC OF 2017

BETWEEN:

THE PROPRIETORS OF STRATA PLAN No. 238

PLAINTIFF

AND:

(1) ANDREW EDGINGTON
(2) BEVERLEY EDGINGTON

DEFENDANTS

ACKNOWLEDGEMENT OF SERVICE

1. State Defendant's name and Address:

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

YES

NO

3. If you do not intend to contest the action, do you want time in which to pay the claim?
(tick box)

YES

NO

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

Service of the

Plaint is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of February, 2017

PARTICULARS OF DEFENCE

Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff or is not liable for the full amount claimed.

Defendant's Signature

REMINDER - This form must be delivered or sent to the Courts Office, P.O. Box 495GT, George Town, Grand Cayman, within fourteen (14) days of receipt, otherwise a default judgment may be entered against you.