

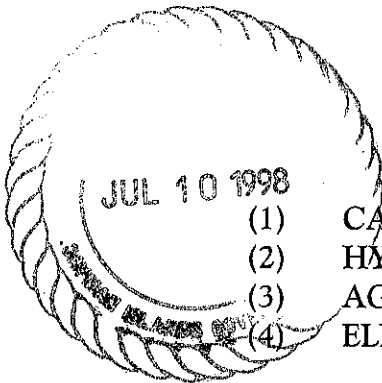
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 422 OF 1998

B E T W E E N:

- (1) MARGARET PATRICK
- (2) ANTHONY PATRICK

Plaintiffs



- AND
- (1) CAYMAN HOTEL & GOLF INC.
 - (2) HYATT BRITANNIA CORPORATION LTD.
 - (3) AGRA INDUSTRIES LIMITED
 - (4) ELLESMERE BRITANNIA LTD.

Defendants

WRIT OF SUMMONS

To: Cayman Hotel & Golf Inc.
c/o Foreshore Corporate Services Ltd.
P.O. Box 1994 GT
3rd Floor
Royal Bank of Canada Building
George Town

And to: Hyatt Britannia Corporation Ltd.
c/o Caledonian Bank & Trust Ltd.
P.O. Box 1043 GT
Caledonian House, Mary Street
George Town

And to: Agra Industries Limited
 c/o Ellesmere Britannia Ltd.
 c/o Foreshore Corporate Services Ltd.
 P.O. Box 1994 GT
 3rd Floor
 Royal Bank of Canada Building
 George Town

And to: Ellesmere Britannia Ltd.
 c/o Foreshore Corporate Services Ltd.
 P.O. Box 1994 GT
 3rd Floor
 Royal Bank of Canada Building
 George Town

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 Acknowledgement of service stating therein whether you intend to contest these 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 judgment may be entered against you forthwith without further notice.

On 13 July, 1995, while exiting the shower tub of the bathroom of guest room No. 1416 at the Hyatt Regency Hotel, West Bay Road, Grand Cayman, the First Plaintiff suffered severe and permanent injuries, including a fracture to her hip, a complex comminuted fracture of her left humerus, permanent nerve damage to her arm in the area of her left humerus, and numerous other personal injuries. As a result of these injuries the Second Plaintiff has lost consortium with his wife, the First Plaintiff.

The condition of the bathroom was unsafe and dangerous

- (a) It is alleged that the Defendants owed a duty of care to the Plaintiffs, and that the said injuries and damages consequent thereto, were caused by the Defendants' breach of duty jointly and severally.
- (b) It is further alleged that the Defendants owed a contractual duty to the Plaintiffs as paying guests, and the said injuries and damages consequent thereto, were caused by the Defendants breach of duty jointly an severally.

AND THE PLAINTIFFS CLAIM:

1. Damages for personal injury to the First Plaintiff arising out of the Defendants negligence.
2. Damages for breach of contract.
3. Damages for loss of consortium by the Second Plaintiff.
4. Interest.
5. Costs.

Issued this 10th day of July, 1998.

HUNTER & HUNTER

Hunter & Hunter
Attorneys at Law for the
Plaintiffs herein.

This Writ was issued by Hunter & Hunter, Attorneys-at-Law for the Plaintiffs whose address for service is that of their said Attorneys, namely The West Wind Building, 2nd Floor, PO Box 190 GT, Grand Cayman, Cayman Islands. (Reference: NVJ)04831-001