

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 322 OF 1998

B E T W E E N:

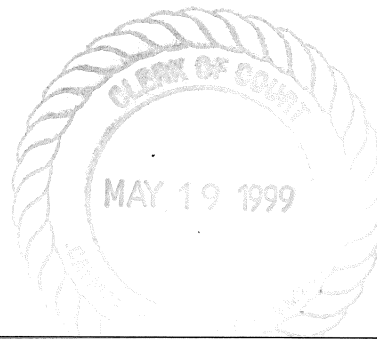
ESTATE MANAGEMENT SERVICES LIMITED

Plaintiff

AND

1. DAVID MIO
2. NICOLE MIO

Defendants



WRIT OF SUMMONS



TO: (1) David Mio, c/o McAlpine Limited, PO Box 711GT Grand Cayman
(2) Nicole Mio, c/o Treasure Island Resort, PO Box 1817GT 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 Court office, PO 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 19th day of May 1999

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.

STATEMENT OF CLAIM

1. By a written Tenancy Agreement dated 21 October 1998 and made between the Plaintiff and the Defendants, the Plaintiff let to the Defendants the premises at Block 14E Parcel 670H6 for a term from 23 October 1998 until 30 September 1999 at the rent of CI\$2,200.00 per month payable in advance on the 1st day of each calendar month.
2. It was an express term of the said agreement if the said rent or any instalment or part thereof should be in arrears for seven days after the same became due, or if there should be a breach by the Defendants of any of the covenants contained in the said agreement, the Plaintiff would be entitled at any time thereafter to re-enter upon and take possession of the premises and immediately thereupon the tenancy would absolutely determine but without prejudice to any right of action which the Plaintiff might have to recover all such rent and arrears and damages in respect of any breach of the said agreement.
3. The Defendants vacated the said premises without notice to the Plaintiff in or about March 1999 and the said rent is now CI\$4,400.00 in arrears, by reason of which the said tenancy has determined.

PARTICULARS

1 April 1999	1 month's rent	CI\$2,200.00
1 May 1999	1 month's rent	<u>CI\$2,200.00</u>
		CI\$4,400.00

4. The Plaintiff is furthermore entitled to and hereby claims mesne profits of the rate of CI\$2,200 per month from 1 June 1999 to 30 September 1999.
5. The Plaintiff is further entitled to and hereby claims interest upon the said arrears of rent and mesne profits pursuant to the Judicature Law and the Judgment Debts (Rates of Interest) Rules 1999 at the rate of 7% per annum.

AND THE PLAINTIFF CLAIMS

- (1) Arrears of rent amounting to CI\$4,400.00
- (2) Mesne profits as aforesaid
- (3) Interest as aforesaid
- (4) Costs

If within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of CI\$4,400.00 plus interest of CI\$38.50 and fixed costs of CI\$250.00 further proceedings will be stayed. The money must be paid to the Plaintiff or its attorney.

Hunter & Hunter

HUNTER & HUNTER

Attorneys-at-Law for the Plaintiff

This Writ was issued by Hunter, Attorneys-at Law for the Plaintiff, whose address for service is that of its said Attorneys, namely The West Wind Building, 2nd Floor, P.O. Box 190 GT, Grand Cayman, Cayman Islands (Ref. JW/se/07588.001)