

IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN, GRAND CAYMAN

CAUSE NO. ⁴⁸³ OF 1999

BETWEEN: MINI WAREHOUSE TWO LTD

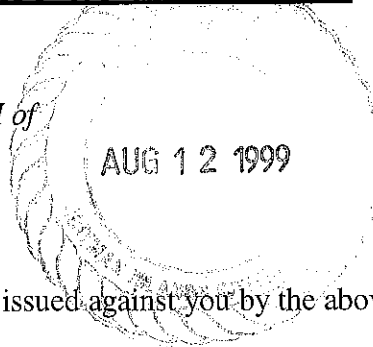
PLAINTIFF

AND: MRS ANDYLANE BUSH-MARSH

DEFENDANT

WRIT OF SUMMONS

TO: MRS ANDYLANE BUSH-MARSH of
P.O. Box 657 GT
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, 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 judgement without further notice to you.

Issued this 11th day of August, 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.

IMPORTANT

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

STATEMENT OF CLAIM

AND THE PLAINTIFF claims:-

1. The Plaintiff is a company duly registered under the laws of the Cayman Islands and licenced to carry on business as suppliers of warehouse for storage and self service in the Cayman Islands having its registered office at P.O. Box 871, Grand Cayman.
2. The Defendant is a resident of Grand Cayman and her postal address is P.O. Box 657 GT, Grand Cayman.
3. By a written agreement made on the 3rd day of November, 1995 the Plaintiff agreed to let and the Defendant agreed to take the premises known as Mini Warehouse II Unit #143 on a month to month basis at a rate of CI\$97.00 per month payable in advance.
4. By a letter dated 1st February, 1998 the Defendant was notified of an increase in rental rates of CI\$8.00 effective 1st February, 1998 allowing for a monthly rate of CI\$105.00.
5. The Defendant has failed to pay the reserved rent for the period 3rd day of July, 1997 to the 14th day of May, 1999 in consequence whereof the Defendant is indebted to the Plaintiff in the amount of CI\$2,453.00.
6. Pursuant to clause 4(3) of the Agreement the Plaintiff lawfully exercised its right to determine the Agreement and to re-enter upon the Premises and gave notice to the Petitioner of the same by sending a letter to the Defendant on the 14th May, 1999.
7. The Defendant is further indebted to the Plaintiff in the sum of CI\$50.90 being the cost of the installation of a new padlock to secure the Premises.

AND THE PLAINTIFF claims:-

1. Under paragraph 5 hereof the sum of CI\$2,453.00.
2. Under paragraph 7 hereof the sum of CI\$50.90.
3. Interest in the sum of CI\$45.90 calculated at the rate of 7 3/8 % per annum from 14th May, 1999 to the date of issue herein.
4. Continuing interest until judgment or sooner payment pursuant to Section 4 of the Judicature Law at the daily rate of CI\$0.51.

5. Costs.

N.B. These proceedings will be stayed if within fourteen (14) days of service hereof the Defendant makes payment to the Plaintiff's Attorneys-at-Law of the liquidated sum herein of CI\$2,550.82, together with costs in this action in the sum of CI\$380.00.

C.S. Gill & Co.

C.S. Gill & Co.

Attorneys at Law for the Plaintiff

THIS WRIT was issued by C.S. Gill & Co, Attorneys-at-Law, whose address for service is 4th floor, Genesis Building, PO Box 945, George Town, Grand Cayman, BWI.