

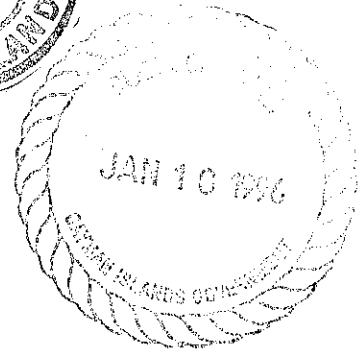
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO *9* OF 1996

BETWEEN: SEBRING CORP. LTD. Plaintiff
AND: KEN WEISENBERG Defendant

WRIT OF SUMMONS

TO: Ken Weisenberg
55 Jennifer Drive
Snug Harbour
Grand Cayman, Cayman Islands
B.W.I.



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 496, George Town, Grand Cayman, B.W.I., the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

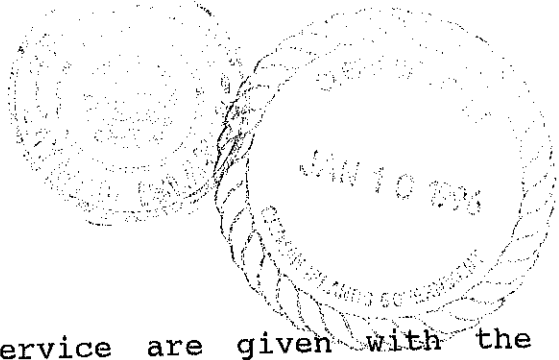
If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 10th day of January, 1996.

NOTE - This Writ may not be served later than 4 calendar 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.



STATEMENT OF CLAIM

1. The Plaintiff is a company incorporated under the laws of the Cayman Islands and having it's registered office care of International Corporation Services Ltd. One Regis Place, P.O. Box 472, George Town, Grand Cayman, B.W.I.
2. The Defendant is a business man currently residing at 55 Jennifer Drive, Snug Harbour, Grand Cayman, Cayman Islands, B.W.I.
3. The Plaintiff by written agreement dated the 8th day of July, 1995, agreed to lease apartment #124 at Treasure Island, Grand Cayman, B.W.I. and it's contents to the Defendant for a period of 6 (six) months commencing on the date of the contract, in consideration of the Defendant paying to the Plaintiff in advance on the 8th Day of each month CI\$1,500.00, the first payment to be made together with the sum of CI\$750.00 which sum represented a security deposit for the due performance by the Defendant of his obligations under contract and a thrid payment also to be made together with the sum of CI\$750.00 which sum represented a further security deposit by the Defendant for the due performance of his obligation under the contract.
4. It was an express term of the Agreement namely under Clause

2(1), that the Defendant was to pay the reserved rent on the days and in the manner discussed above.

5. It was an express term of the Agreement, namely under Clauses 2(10), 2(12) and 2(14) that the Defendant throughout the term would keep the premises and the fixtures and fittings therein in good and tenantable repair and condition (fair wear and tear excepted and to replace all damaged or lost items and effect repair to all dilapidations), that the Defendant would be responsible and indemnify the Landlord against all damages occasioned to the premises or to any other part of the building caused by any act, default, or negligence of the Defendant or his servant, agent, invitees, or visitors and that the Defendant would yield up the premises with its contents at the determination of the tenancy in tenantable repair and condition.
6. It was an express term of the agreement, namely under Clause 2(9) that the Defendant would pay the costs of all water, electricity, telephone or other services furnished to the premises.
7. On the 8th day of July, 1995 pursuant to the lease, the Defendant paid by cheque to the Plaintiff the sum of CI\$2,250.00 being the first months rent together with the first security deposit.

8. Subsequently the Defendant also delivered to the Plaintiff's agent the remaining rent cheques under the written agreement by way of 5 postdated cheques as follows:-

Cheque dated the 8th August, 1995	-	CI\$ 1,500.00
Cheque dated the 8th September, 1995	-	CI\$ 1,500.00
Cheque dated the 8th October, 1995	-	CI\$ 1,500.00
Cheque dated the 15th November, 1995	-	CI\$ 1,500.00
Cheque dated the 8th December, 1995	-	CI\$ 1,500.00

9. On the 8th day of each of the months of September, October, November and December, the Plaintiffs agent caused the Defendants cheques to be deposited into the Plaintiff's account at Barclays Bank, George Town, Grand Cayman.

10. In or about the month of January, 1996, the Plaintiff discovered that the Defendant in breach of the written contract had placed a "stop payment" on the rent cheques or failed to pay rent for the months of September, November, December which resulted in a CI\$10.00 charge being placed on the Plaintiff's account in respect of each cheque.

11. The Plaintiff further discovered during the month of December, that the Defendant in breach of the written agreement had also vacated the premises leaving it in need of repairs at an estimated cost of CI\$1,500.00 and that there were two outstanding water bills in the amounts of CI\$132.00 and

CI\$115.50 for the months of October and November respectively.

PARTICULARS

Rent and Bank charges due for 8th September, 1995	CI\$1,510.00
Rent and Bank charges due for 15th November, 1995	CI\$1,510.00
Rent and Bank charges due for 8th December, 1995	CI\$1,510.00
Water due for October	CI\$ 132.00
Water due for November	CI\$ 115.50
Estimated cost of replacing and repairing contents of apartment #124	CI\$2,000.00
	<hr/>
Total amount due:	<u>CI\$6,777.50</u>

AND THE PLAINTIFF claims:-

- (i) An order that the Defendant pays to the Plaintiff:-
- a) the above mentioned sum of CI\$6,777.50.
 - b) interest on the above mentioned sum of CI\$6,777.50 at the statutory prescribed rate of 8 3/8% from the date of judgement.
- (ii) Further and other relief.
- (iii) Fixed costs in the amount of CI\$250.00 plus CI\$100.00 filing fee.

If, within the time for returning Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$6,777.50 (including costs) further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorney.

Myers & Alberga

Per: Melvin A. Howard
Attorneys-at-Law
for the Plaintiff



THIS WRIT was issued by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiff, whose address for service is care of One Regis Place, P.O. Box 472, George Town, Grand Cayman, Cayman Islands, B.W.I.

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.

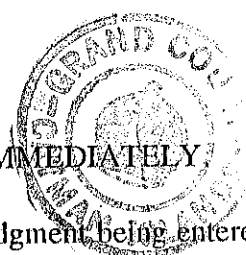
BETWEEN: SEBRING CORP. LTD.

PLAINTIFF

AND: KENT WEISENBERG

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.

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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

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.

MYERS & ALBERGA
One Regis Place
P.O. Box 472 GT
Grand Cayman

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]