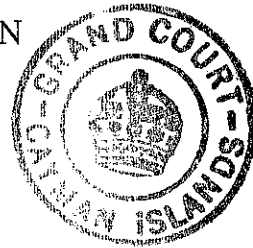


IN THE GRAND COURT OF THE CAYMAN ISLANDS

392
CAUSE NO. OF 2000

BETWEEN:

SCOTT REGAN



Plaintiff

- and -



CAYMAN OVERSEAS (PINNACLE) LIMITED

Defendant

WRIT OF SUMMONS

TO: CAYMAN OVERSEAS (PINNACLE) LIMITED, PO Box 31315 SMB, Unit B-15, Queens Court, Grand Cayman, Cayman Islands, BWI

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 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 day of 2000

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 Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a businessman and is a resident of Maple Grove, Minnesota, USA.
2. The Defendant is a developer and was, as at May 5th 1998, the registered owner of lands and premises situated on Grand Cayman known as Parcel 31, Block 11D, West Bay Beach North Registration Section (the "Lands") and has constructed on the Lands a condominium development known as The Pinnacle (the "Property").
3. By an Agreement of Purchase and Sale dated May 5th 1998, the Defendant agreed to sell to the Plaintiff, and the Plaintiff agreed to purchase from the Defendant, Unit 39 at the Property (the "Unit") at a price of US\$1,495,000.00 (the "Agreement").
4. By Clause 9 term of the Agreement, the Defendant agreed to construct the Property in a good and workmanlike manner in accordance with specifications annexed to the Agreement.
5. By discussions and correspondence between the Plaintiff and the Defendant and/or its agents, the Defendant agreed to carry out certain upgrades to the Unit for the Plaintiff and, in particular, agreed to:
 - (a) Upgrade countertops in the Kitchen and all bathrooms;
 - (b) Change the closets by providing a pocket door in the walk-in closet;
 - (c) Change the cook top;
 - (d) Provide stub out plumbing in the Media room;
 - (e) Install speakers and volume switches provided by the Plaintiff and as directed by the Plaintiff; and
 - (f) Provide electrical power for hurricane shutters that the Plaintiff intended to have installed at a later date.

The Plaintiff paid to the Defendant the sum of US\$18,626.00 in consideration for these upgrades. The Defendant added 20% to the base prices as additional profit. The 20% is included in this figure.

6. Prior to completion, the Defendant gave notice to complete the sale. The Plaintiff was unable to complete the sale on the date specified and completion was delayed until October 20th 1999. As a result of the Defendant charged the Plaintiff the sum of US\$1,800.00 in interest. In fact, when the Plaintiff entered the Unit following completion, it was not yet ready for occupation. The dishwasher was in the middle of the kitchen and there was no refrigerator/freezer as required.

7. The Defendant is in breach of its contract with the Plaintiff and, in particular, has failed to:

- (a) Upgrade the kitchen countertop;
- (b) Install four of the speakers and volume switches provided by the Plaintiff, which are now missing;
- (c) Construct the Unit and/or Property in a good and workmanlike manner in accordance with specifications annexed to the Agreement; and
- (d) Complete the Unit by the date of completion.

PARTICULARS

- (a) The kitchen countertop installed in the Unit is different than the sample that the Plaintiff selected and requested the Defendant to install and is, in fact, made from a lower grade granite than that which the Plaintiff selected and requested the Defendant to install;
 - (b) Speakers purchased by the Plaintiff for installation in the Unit have been installed in the wrong place;
 - (c) Four speakers purchased by the Plaintiff for installation in the Unit are now missing;
 - (d) In place of the four missing speakers, outdoor speakers have been installed in the media room and in the master bathroom and none outside;
 - (e) No speakers have been installed on the terrace;
 - (f) The speaker switch in the third bedroom is misaligned; and
 - (g) The Unit was incomplete at completion.
8. As a result of the matters aforesaid, the Plaintiff engaged agents, The Burns Conolly Group, to act on his behalf in ensuring the Unit was upgraded to the required specifications. The Plaintiff paid fees to The Burns Connolly Group for this work.
9. By reason of the matters aforesaid, the Plaintiff has suffered loss and damage.

PARTICULARS OF DAMAGE

Payment for kitchen countertop which was not installed	US\$9,984.00
Price of four speakers and volume switches purchased by Plaintiff	US\$268.00
Duty, shipping and handling of speakers and volume switches	CI\$63.71
Installation of missing speakers and volume switches	US\$487.43

Cayman Overseas Group 20% markup on items not carried out	US\$2,147.89
Fees and expenses paid to Burns Conolly	CI\$4,687.50
Interest charged for late completion	US\$1,800.00

And damages to be assessed for the Defendant's failure to complete the Unit and/or Property in a good and workmanlike manner.

10. In addition, the Plaintiffs are entitled to and claim interest pursuant to Section 34 of the Judicature Law (1995 Revision) on any sums awarded to them for such periods and at such rate as to the Court may seem just.

AND the Plaintiff claims:

1. Damages for breach of contract, as set out in paragraph 9, or otherwise assessed by the Court;
2. Interest pursuant to Paragraph 10 for such period and at such rate as to the Court may seem just; and
3. Costs.

Boxalls.

Boxalls,
Attorneys for the Plaintiff

This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Boxalls, Attorneys at Law, whose address for service is: PO Box 1234GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies (Reference: 1294-004/EDS).