

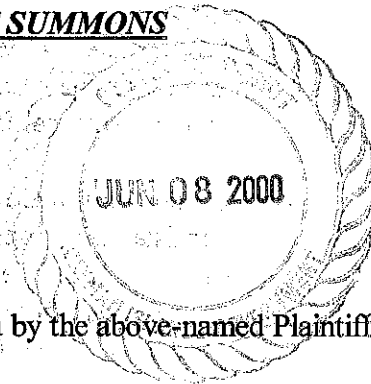
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 482 OF 2000

BETWEEN CAYMAN GENERAL INSURANCE CO. PLAINTIFF
AND GRAND CAY DEVELOPMENTS LTD. DEFENDANT

SPECIALLY ENDORSED WRIT OF SUMMONS

TO: GRAND CAY DEVELOPMENTS LTD.
Strand Shopping Centre
West Bay Road
George Town, 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 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 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 may be entered against you forthwith without further notice.

Issued this 8th day of June 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 Acknowledgement of Service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2000

BETWEEN CAYMAN GENERAL INSURANCE CO. PLAINTIFF

AND GRAND CAY DEVELOPMENTS LTD. DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a Limited Liability Company incorporated under in accordance with the Companies Law of the Cayman with its registered offices situate at the Cayman National Building in George Town Grand Cayman.
2. The Defendant is a Company incorporated under in accordance with the Cayman Islands Companies Law with its registered office situate at Safehaven, Leeward Building, West Bay Road, West Bay, Grand Cayman and its principal place of business located at The Strand Shopping Centre, West Bay Road, George Town, Grand Cayman.
3. The Plaintiff at all material times was engaged in the business of providing general insurance coverage, inclusive of Contractors All Risk coverage (Facultative Engineering coverage), to it's insureds, for an agreed premium.
4. The Defendant was at all material times an insured of the Plaintiff engaged in the construction industry on the Cayman Islands.
5. By an agreement contained in and evidenced by various pieces of communication between the parties and their agents, the Defendant instructed the Plaintiff to provide A Contractors All Risk Policy over Shopping Plaza and Condominium Complex (the Southampton) situated on West Bay Road, Grand Cayman for the period 28th February 1997-31st December 1998.
6. The Plaintiff agreed to providing the said coverage and duly issued the required policy in favour of the Defendant, under Policy No. 01CA04970313.
7. That between the 28th February 1997 and the 31st December 1998 the Defendant required to extend the coverage provided under the Policy on a number of occasions and which extensions were duly provided by the Plaintiff and the premiums required for such extensions were in the main paid by the Defendant.
8. That on or about the 30th day of September 1998 the Defendant requested an extension of the said Policy from the Plaintiff.

9. That the Plaintiff duly extended coverage until on or about the 31st day of December 1998 at a premium of CI\$8,122.49.
10. That the Defendant in breach of the contract of insurance so provided to them has failed to pay the said premium despite repeated requests for them to do so.
11. That the said sum of CI\$8,122.49 remains outstanding and due to the Plaintiff from the Defendant.

AND THE PLAINTIFF CLAIMS:

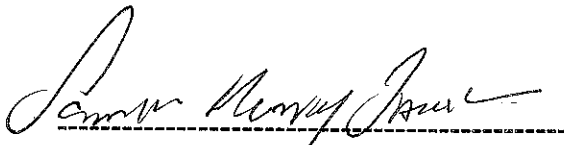
1. The sum of CI\$8,122.49;
2. Pre-Judgment interest upon the said sum of CI\$8,122.49 pursuant to s. 34 of the Judicature Law (1995 Revision) at the prescribed rate and for such period as the Court thinks fit.
3. Post-Judgment interest pursuant to the Judicature Law (1995 Revision);
4. Costs.

If, within the time for returning the Acknowledgement of Service, the Defendant pays the total amount claimed of CI\$9,762.62, inclusive of interest and cost further proceedings will be stayed. The money must be paid to the Plaintiff or their Attorneys.

STATEMENT REGARDING INTEREST

- i. The prescribed rate of interest, throughout the relevant period, was 7 per cent per annum;
- ii. The total interest claimed as at the date of the issue of the Writ of Summons is CI\$960.13.
- iii. The amount of interest accruing each day following the issue of the writ is CI\$1.56.

Dated this 7th day of June 2000



Samson Murray Jackson

THIS WRIT was issued by Samson Murray Jackson, Attorneys-at-Law for and on behalf of the Plaintiff whose address is that of his said Attorneys-at-Law, The Ground Floor (West Wing) Sigma Building, Smith/Hospital Roads, George Town, Grand Cayman.

Acknowledgment of service of writ of summons (O.12, r.3)

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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 482 OF 2000

BETWEEN CAYMAN GENERAL INSURANCE CO. PLAINTIFF

AND GRAND CAY DEVELOPMENTS LTD. DEFENDANT

ACKNOWLEDGEMENT 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 judgement being entered against a Defendant whereby he May have to pay the costs of applying to set it aside.

1. State the name of the Defendant by whom or on whose behalf the service of this Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick the 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 judgement 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 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 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:

SAMSON MURRAY JACKSON
The Ground Floor (West Wing)
Sigma Building, Smith/Hospital Roads
PO Box 10067APO
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:

