

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 602 of 2001

BETWEEN

THE PROPRIETORS, STRATA PLAN NO. 171

PLAINTIFF

AND:

JEFFERSON FINANCIAL

DEFENDANT

WRIT OF SUMMONS

TO: Jefferson Financial of P.O. Box 30227 SMB, 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, PO Box 495 GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

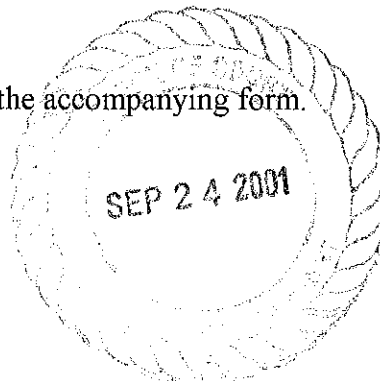
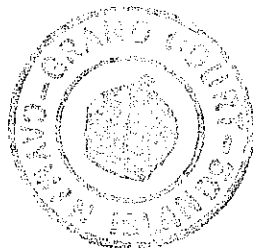
If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgement may be entered against you forthwith without further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

ISSUED this 24th day of September 2001.

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 Acknowledgement of Service are given with the accompanying form.



STATEMENT OF CLAIM

1. The Plaintiff is a Corporation registered and existing under the provisions of the Strata Titles Registration Law (1996 Revision) (“the Law”).
2. The Defendant is and at all material times has been the registered proprietor and in possession of that property registered as George Town East, Block 20B, known as Central Commercial Complex Units 5 and 6 (“the Premises”).
3. Upon registration as a proprietor of the Premises, the Defendant became bound by the Plaintiff’s By-Laws (“the By-Laws”) which had been noted as a Restrictive Agreement in the Incumbrances Section of the Register of the Premises by an Instrument dated 13th January 1993.
4. By virtue of the By-Laws, the Defendant is bound (inter alia):-
 - (i) To pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Premises (By-Law 41(ii));
 - (ii) To pay the Plaintiff, within 14 days of demand:-
 - (a) All contributions to the fund for administrative expenses levied by the Plaintiff pursuant to Section 6(2) of the Law; and
 - (b) Such shares as shall, from time to time be proportionate, to the unit entitlement of the Strata lots comprising Central Commercial Complex of all and any costs and expenses incurred by the Plaintiff in connection with the performance of its duties under the Law and under the By-Laws (By-Law 41(iii));
5. The By-Laws further provide that:-
 - (A) In the event of any such payments not being made within 14 days of such demand, the Defendant should pay interest thereon at the rate of 18% per annum until paid in full (By-Law 41(aa)); and
 - (B) In the event of any such payments (together with interest accrued) not being made within 60 days of such demand, the Defendant did thereby irrevocably authorise and permit the Plaintiff to enter into possession of the Premises and further did thereby irrevocably appoint the Plaintiff to enter into possession of the Premises until such time the said payments (together with interest accrued) had been made by them to the Plaintiff (By-Law 41(bb));

6. By letters of demand dated 20th July 2001 sent by Ritch & Conolly, attorneys on behalf of the Plaintiff, the Plaintiff has levied and sought contributions (inter alios) from the Defendant towards the said fund to cover its expenses which the Defendant has refused and/or neglected to pay so that the sum of CI\$5,088.86 is now due and payable by the Defendant to the Plaintiff.


PARTICULARS

- | | | |
|----|--|--------------------|
| 1. | Balance due on invoice dated 15 th July 2001 for assorted outstanding fees: | |
| | - Unit 5 | \$ 2,472.50 |
| | Interest at 18% from 16 th July 2001 to date: | \$ 71.94 |
| 2. | Balance due on invoice dated 15 th July 2001 for assorted outstanding fees: | |
| | - Unit 6 | \$ 2,472.50 |
| | Interest at 18% from 16 th July 2001 to date: | <u>\$ 71.94</u> |
| | Total: | \$ 5,088.86 |
3. The Plaintiff is entitled to and hereby claims interest upon the said sum of CI\$5,088.86 at the rate of 18% per annum pursuant to Article 41(iii)(aa) of the By-Laws from the date hereof until Judgment or sooner payment.

AND THE PLAINTIFF CLAIMS:-

1. Possession of the Premises;
2. The sum of CI\$5,088.86;
3. Interest as aforesaid upon the said sum of CI\$5,088.86 from the date hereof at the rate of CI\$2.51 per day until Judgment or sooner payment;
4. Costs;

Dated this 18th day of September 2001.


 Ritch & Conolly

This Writ of Summons was issued by Ritch & Conolly, Attorneys-at-Law for an on behalf of the Plaintiff herein whose address for service is that of their said Attorneys at Law of PO Box 1994 GT, Fourth Floor, Queensgate House, 113 South Church Street, George Town, Grand Cayman, B.W.I.

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**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 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

Messrs. Ritch & Conolly
PO Box 1994 GT
Grand Cayman

Ref: DAM/has #8462

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below