

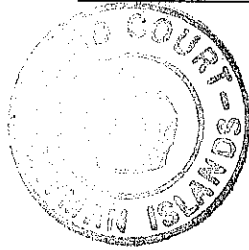
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 248 OF 1996

BETWEEN: PARADISE POOL & CONSTRUCTION LTD. PLAINTIFF
AND: FAZILAY ZYBACH DEFENDANT

WRIT OF SUMMONS

TO: Fazilay Zybach
P.O. Box 1766G
Red Bay
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, 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 8th day of May 1996 .

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 company incorporated under the laws of the Cayman Islands and at all material times was a licensed pool and construction company doing business in Grand Cayman. The defendant is a homeowner residing at Granite House in the Red Bay district of Grand Cayman.
2. On 15 June 1995 the Plaintiff and the Defendant entered into a contract whereby the Defendant engaged the Plaintiff to complete various renovations upon the defendant's swimming pool and spa.
3. The contract included, inter alia, the following terms:-
 - (1) CI\$ 3,200 would be paid to the plaintiff at acceptance of the proposal.
 - (2) CI\$ 3,300 would be paid to the plaintiff at commencement of the renovation.
 - (3) CI\$ 3,300 would be paid to the plaintiff at completion of the renovation.
4. Between the 15 June 1995 and 17 October 1995 the plaintiff carried out its instructions in accordance with the 15 June 1995 contract.
5. It was an implied term of the contract that the Defendant would allow the Plaintiff access to her property to complete the renovations. Between 17 October and February 1996 the Plaintiff attempted to complete the renovations, but was denied access to the work area by the Defendant. During that period various attempts to contact the Defendant by the Plaintiff were not successful.
6. The plaintiff desires to complete the contracted work. Only maintenance tasks remain to be completed. The plaintiff has been denied access to the work area by the Defendant and has thereby been unable to complete the contracted work.
7. The present outstanding balance due to the plaintiff in accordance with the 15 June 1995 contract is CI\$ 3,400.00. Calculated as follows:-

Material and labour contracted	CI\$ 9,800.00
Payments by defendant	CI\$ 6,400.00
Outstanding total	<u>CI\$ 3,400.00</u>



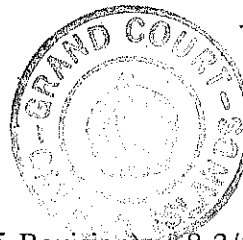
8. The Defendant is in breach of the said contract in that the Defendant has failed to grant the Plaintiff access to the work area and/or pay the Plaintiff's invoice.

AND THE PLAINTIFF CLAIMS against the Defendant:-

1. AN ORDER for the payment of the sum of CI\$ 3,400.00
2. INTEREST accrued to 8 May 1996 in accordance with the Judicature Law (1995 Revision) at 8 3/8 % per annum until 31 January 1996 and 7 3/8% per annum from 1 February 1996 to present, equal to CI\$ 148.26, and continuing.
3. FURTHER and/or other relief.
4. COSTS of the Prescribed Filing and Bailiff Fees of CI\$130.00 and Fixed Costs of \$250.00.

Total Amount as of 8th day of May 1996:

CI\$ 3,928.26



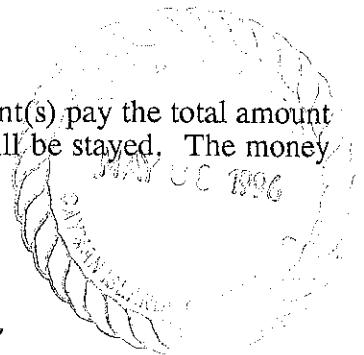
STATEMENT REGARDING INTEREST:

1. Interest thereon pursuant to the Judicature Law (1995 Revision) at 8 3/8 per annum up to 31 January 1996.
2. Interest thereon pursuant to the Judicature Law (1995 Revision) at 7 3/8 % per annum as of 1 February 1996.
3. The date from which interest is calculated is 17 October 1995 as to CI\$ 3,400.00.
4. The total amount of interest claimed as at 8 May 1996, is CI\$ 148.26.
5. The amount of interest accruing each day thereafter is CI\$ 0.68.

If, within the time for returning the Acknowledgment of Service, the Defendant(s) pay the total amount claimed of CI\$ 3,928.26 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff's.

Dated this 8th day of May 1996.

Orren Merren and Company
ORREN MERRÉN & COMPANY



This Writ was issued by Messrs. Orren Merren & Company, for and on behalf of the Plaintiff herein, whose address for service is Kirk House, Third Floor, Albert Panton Street, P.O. Box 481G, Grand Cayman, Cayman Islands, British West Indies.

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.

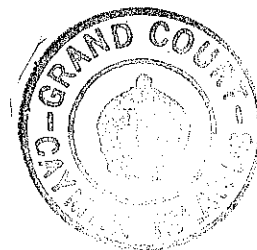
If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

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 installments or otherwise.

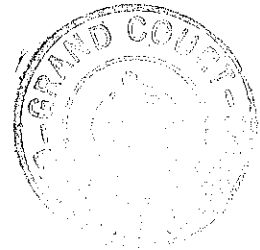
See over for notes for guidance

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. 248 OF 1996

BETWEEN: PARADISE POOL & CONSTRUCTION LTD.

PLAINTIFF

AND: FAZILAY ZYBACH

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.

Orren Merren & Company
Attorneys-at-Law
P.O. Box 481G
Third Floor, Kirk House,
Albert Panton Street,
Grand Cayman, B.W.I.



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 rectangular box for defendant's indorsement]