

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 785 OF 2002

BETWEEN:

MICRO INDUSTRIES INC.

Plaintiff

-and-

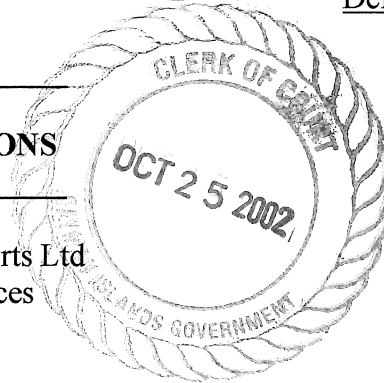
CONDOCO GRAND CAYMAN RESORTS LTD.

Defendant

WRIT OF SUMMONS

TO:

Condoco Grand Cayman Resorts Ltd
C/O Huntlaw Corporate Services
75 Fort Street
P.O. Box 1350 GT
George Town, 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 fourteen (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, PO Box 495 GT, Grand Cayman, Cayman Islands, 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 Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this day of October, 2002

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 issued unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Services are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is a Company formed under the laws of the Cayman Islands. It has its registered office at International Corporate Managements Services of P.O. Box 1320 GT, George Town, Grand Cayman Islands BWI.
2. The Defendant is a company formed under the laws of the Cayman Islands. It has its registered office at the offices of Huntlaw Corporate Services, 75 Fort Street, P.O. Box 1350 GT, George Town, Grand Cayman, BWI.
3. By a written agreement contained in agreements and addenda dated 4th December 1998, 12 November 1999 and 7 February 2000, the Plaintiff agreed to buy and the Defendant agreed to build and sell to the Plaintiff a sub-penthouse apartment numbered 411 (thus the Plaintiff bought and the Defendant sold an apartment on the 4th of a 5 storey building) to be contained in a 5 storey building to be constructed by the Defendant on the north part of the land described as Registration Section West Bay Beach South, Block 12C, Parcel 11 (the "apartment") in consideration of a purchase price of US \$2,875,000.
4. It was a term of the said agreement that the apartment would be a sub-penthouse apartment, that is to say on the 4th floor of a 5 floor building.
5. Pursuant to and in full compliance with the said agreement the Plaintiff has so far paid to the Defendant US \$1,350,000, being the deposit of US \$1,150,000, which was due at the execution of the agreement and the first installment of US \$200,000.00 which was due and paid on or about the 16 February, 2000.
6. Wrongfully and in actual or anticipatory breach of the said agreement the Defendant has designed or caused to be designed and now threatens and intends and proposes to build a 7 storey building and to convey to the Plaintiff in purported discharge of its

obligations under the said agreement an apartment which is not a sub-penthouse apartment but which will be in fact on the 4th floor of a 7 floor building.

7. In the premises the Plaintiff has or will suffer irremediable loss and damage.
8. The Plaintiff has complied with and is now and has at all material times been ready, willing and able to comply with all its obligations under the said agreement.

AND the Plaintiff claims:

- (1) An injunction either (1) restraining the Defendant whether by itself its officers, servants, agents or otherwise howsoever from building the apartment block so as to have 7 as opposed to 5 storeys or (2) (in the event of the Defendant having the right to erect a 7 storey building) ordering the Defendant to substitute for Unit 411, Unit 611, being an identical unit to 411 save upon the 6th floor and thus a sub-penthouse apartment;
- (2) Specific Performance of the said agreement;
- (3) Damages in lieu of or in addition to specific performance;
- (4) Interest pursuant to Section 34 of the Judicature Act (1995) to be assessed;
- (5) Further or other relief;
- (6) Costs.

Dated this 25th day of October, 2002.

BROADHURST DaCOSTA
BROADHURST DaCOSTA
Attorneys-at-law for the Plaintiff

**DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgement 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, PO Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2). The defence must be served within fourteen (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 endorsed on the Writ, the defence need not be served until fourteen (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 fourteen (14) days after his Acknowledgement, 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.

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of fourteen (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 authorized to act on behalf of the Company, but the Company can take no further steps in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL HEALTH 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.

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MICRO INDUSTRIES INC.

Plaintiff

-and-

CONDOCO GRAND CAYMAN RESORTS 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 judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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

- State whether the Defendant intends to contest the proceedings (tick appropriate box)

Yes [] No []

- 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 see 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 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.

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

BROADHURST DaCOSTA
ATTORNEYS-AT-LAW
40 LINWOOD STREET
PO BOX 2503 GT
GEORGE TOWN, GRAND CAYMAN
CAYMAN ISLANDS, BRITISH WEST INDIES

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