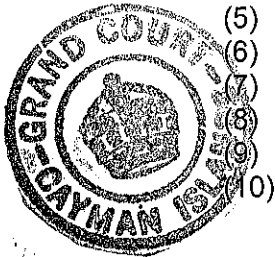


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 222 OF 2004

BETWEEN: (1) PLAYA CARIBE  
 (2) WILLIAM LITZENBERG  
 (3) MARCIA LITZENBERG  
 (4) ERNEST BADOLATO  
 (5) SYLVIA BADOLATO  
 (6) PETER GHIORSE  
 (7) STEPHEN WYATT  
 (8) DIANA WYATT  
 (9) RODNEY FLAKE  
 (10) JOYCE FLAKE



PLAINTIFFS

AND: (1) CORIOLAN PONGRACZ  
 (2) LINDA PONGRACZ  
 (3) SAM BAILIE

DEFENDANTS

**WRIT OF SUMMONS**

TO: CORIOLAN PONGRACZ of 25011 Slate Creek Road, Moreno Valley, CA 92551 USA  
 LINDA PONGRACZ of 705 Marten Court, PMB 8-319, Laredo, TX 78041 USA  
 SAM BAILIE of P.O. Box 981356, Park City, UT 84098 USA

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs in respect of the claim set out on the next page.

Within 28 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 495GT, 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 April 2004

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.

**AND THE SECOND AND THIRD PLAINTIFFS CLAIM:**

1. A declaration that they were entitled to be given notice of, attend and vote at meetings of the board of directors and at meetings of the members of the First Plaintiff no later than 19 December 1996.

**AND THE FOURTH AND FIFTH PLAINTIFFS CLAIM:**

2. A declaration that they were entitled to be given notice of, attend and vote at meetings of the board of directors and at meetings of the members of the First Plaintiff no later than 10 January 2000.

**AND THE SIXTH PLAINTIFF CLAIMS:**

3. A declaration that they were entitled to be given notice of, attend and vote at meetings of the board of directors and at meetings of the members of the First Plaintiff no later than 15 September 1999.

**AND THE SEVENTH AND EIGHTH PLAINTIFFS CLAIM:**

4. A declaration that they were entitled to be given notice of, attend and vote at meetings of the board of directors and at meetings of the members of the First Plaintiff no later than 2 November 1996.

**AND THE PLAINTIFFS CLAIM:**

5. Declarations that:
  - (a) The Special Resolution of the members of the First Plaintiff purportedly adopting amended Memorandum and Articles of Association on 10 March 2000 is invalid, void and of no legal effect;
  - (b) The purported resolutions passed during a meeting of the Defendants in their capacity as directors of the First Plaintiff (attended only by them and Stephen Smith) held on 12 February 2004 and commencing at or around 12.15pm at the Sahara Hotel in Las Vegas or alternatively during a portion of a meeting of the directors of the First Plaintiff held on 12 February 2004 and commencing at or

around 10am at the Sahara Hotel in Las Vegas, such portion attended only by the Defendants and Stephen Smith are invalid, void and of no legal effect.

- (c) The purported resolutions passed during a meeting of the Defendants in their capacity as members of the First Plaintiff (attended only by them and Stephen Smith) held on 12 February 2004 and commencing at or around 12.15pm at the Sahara Hotel in Las Vegas or alternatively during a portion of a meeting of the members of the First Plaintiff held on 12 February 2004 and commencing at or around 10am at the Sahara Hotel in Las Vegas, such portion attended only by the Defendants and Stephen Smith are invalid, void and of no legal effect.
  - (d) The purported resolutions passed at a meeting of the Defendants in their capacity as directors of the First Plaintiff held on 26 February 2004 at 11.00am by telephone conference call are invalid, void and of no legal effect;
  - (e) All powers of attorney granted or purportedly granted by the First Plaintiff in any jurisdiction in favour of the First Defendant prior to 8 March 2004 have been validly and lawfully revoked by the First Plaintiff;
  - (f) The Memorandum and Articles of Association of the First Plaintiff adopted on 23 September 1998 remain in full force and effect; and
  - (g) Expenses allegedly incurred by the First Defendant in relation to the reverse osmosis, pool, satellite television and telephone systems relating to the development known as Playa Caribe described as Lot 44, Section G, Akumal, Quintana Roo, Mexico are not expenses that are or have been properly assessed as common expenses of the First Plaintiff and/or that they are expenses for which the Second to Eleventh Plaintiffs are liable to contribute;
  - (h) The Second to Eleventh Plaintiffs are entitled to receive notice of and vote at meetings of the Members of the First Plaintiff and/or at meetings of the Board of Directors of the First Plaintiff.
6. An injunction to restrain the Defendants by themselves or otherwise from acting or holding themselves out as authorised to act on behalf of the First Plaintiff in any jurisdiction under any authority purportedly granted in their favour by the First Plaintiff including but not limited to any power contained in the Memorandum of Association

dated 10 March 2000 and/or in any power of attorney granted on behalf of the First Plaintiff and/or by way of any appointment as legal representative of the First Plaintiff.

7. An injunction to restrain the Defendants by themselves or otherwise from acting as, purporting to act as or holding themselves out as duly elected officers of the First Plaintiff and/or as officers of the Executive Committee of the First Plaintiff.
8. An injunction to restrain the Defendants by themselves or otherwise from disposing or seeking to dispose of, granting any form of security over or in any way dealing with or altering the basis on which is owned or held the property (real or otherwise) of the First Plaintiff and/or the units in the development known as Playa Caribe described as Lot 44, Section G, Akumal, Quintana Roo, Mexico owned by respectively by the Second to Tenth Plaintiffs, and in particular to restrain the Defendants from seeking to give instructions to Banco Union or Banco Cremi as trustee of the trust (fideicomiso) through which the said development is owned and/or appoint any alternative, replacement or additional legal representative to act in Mexico on behalf of the First Plaintiff.
9. An injunction to restrain the Defendants by themselves or otherwise from carrying out or seeking to carry out or contracting with others to carry out any construction of any nature (including but not limited to the construction of any further floors) on the development known as Playa Caribe described as Lot 44, Section G, Akumal, Quintana Roo, Mexico.
10. An injunction to restrain the Defendants from calling and/or convening and/or holding any meetings of the Members and/or Board of Directors of the First Plaintiff without first giving notice thereof to the Second to Tenth Plaintiffs.
11. Further or other relief
12. Costs.



**WALKERS**

Attorneys-at-Law for the Plaintiff

This Writ is filed by Walkers, Attorneys-at-Law, Walker House, Mary Street, P.O. Box 265 GT, George Town, Grand Cayman, for the Plaintiffs whose address for service is care of its said Attorneys-at-Law.