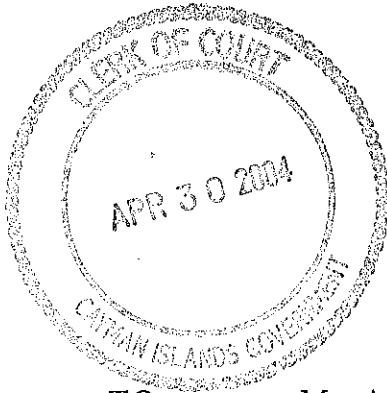


IN THE GRAND COURT OF THE CAYMAN ISLANDS

226  
CAUSE NO. OF 2004

**BETWEEN:** HARBOUR HOUSE MARINA  
& YATCH CLUB LTD. PLAINTIFF

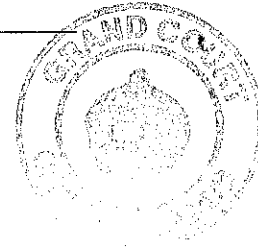
**AND:** (1) ANDREW ZARROW FIRST DEFENDANT  
(2) CYRUS GHASSEMI SECOND DEFENDANT  
(3) RICHARD McELHANNON THIRD DEFENDANT



---

**WRIT OF SUMMONS**

---



**TO:** Mr. Andrew Zarrow  
c/o C3 Capital LLC  
130W. 67<sup>th</sup> Street  
Apartment 4D  
New York, New York USA 10023

**AND TO:** Mr. Cyrus Ghassemi  
P.O. Box 195 SPO  
Southside  
Cayman Brac  
Cayman Islands

**AND TO:** Mr. Richard McElhannon  
P.O. Box 59 WE  
2187 Southside Road East  
Cayman Brac  
Cayman Islands

**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, 495GT, George Town, Grand, Cayman, the accompanying Acknowledgement of Service stating 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 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 30<sup>th</sup> 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.

## **STATEMENT OF CLAIM**

1. At all material times the Second and Third Defendants were the owners of a vessel named the Boca Grande (“the vessel”).
2. At all material times the First Defendant requested the Plaintiff to carry out work on the vessel.
3. Between 2002 and 10<sup>th</sup> December 2003, the Plaintiff carried out work on and provided parts for the vessel at the request of the First Defendant and/or alternatively, on behalf of the Second and Third Defendants (“the work”).
4. As at 2<sup>nd</sup> June 2003 the amount outstanding in relation to this account totalled CI\$21,610.58 and an account for this amount was provided to the Second and Third Defendants on or around the 2<sup>nd</sup> June 2003.
5. The First, Second and Third Defendants failed to pay the amount owing for the work.
6. On or around the 10<sup>th</sup> December 2003 the Plaintiff agreed with the First Defendant that the First Defendant would pay to the Plaintiff the sum of CI\$7,000.00 and in return, the Plaintiff would write-off the remainder of the account.
7. In breach of this agreement, the First Defendant failed to pay the sum of CI\$7,000.00.
8. The Plaintiff therefore claims the sum of CI\$21,610.58 for services rendered.

## **PRAYER FOR RELIEF**

**AND THE PLAINTIFF** claims,

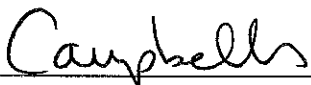
- (a) The sum of CI\$21,610.58 for services and parts provided in relation to the vessel throughout 2002 and 10<sup>th</sup> December 2003.
- (b) Interest of CI\$765.00 up until the date of this Writ pursuant to the Judicature Law (1995 Revision).
- (c) Interest from the date of this Writ until judgment in accordance with the Judicature Law (1995 Revision).
- (d) Costs.

If, within the time for returning the acknowledgment of service, the Defendant pays the total amount claimed of CI\$23,291.68 (CI\$21,610.58 plus fixed costs of CI\$500.00 plus filing fee of CI\$416.10 plus interest of CI\$765.00) (including interest and costs) further proceedings will be stayed.

The money must be paid to the plaintiff or his Attorney.

Dated the 30<sup>th</sup> day of April 2004

Filed the        day of April 2004

  
\_\_\_\_\_  
**CAMPBELLS**  
**Attorneys-At-Law for the Plaintiff**

TO:            The Clerk of the Court

AND TO:      The Defendant

**THIS WRIT** was issued by Campbells, Attorneys-At-Law for the Plaintiff whose address for service is P.O. Box 884GT, Scotiabank Centre, 4<sup>th</sup> Floor, George Town, Grand Cayman (Our Ref: JRM/MPC/sjm/11316)



Service of the Writ of Summons is acknowledged accordingly.

(Signed) .....

[Attorney] for the Defendant.

Address for service: *(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 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 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.

Campbells  
Attorneys-at-Law  
P.O. Box 885 GT  
4<sup>th</sup> Floor Scotiabank Building  
George Town, Grand Cayman  
  
Ref: JRM/MPC/11316

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