

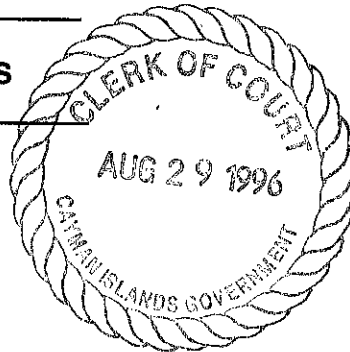
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 441 OF 1996

BETWEEN: KOZAILY DESIGNS LTD. Plaintiff

AND: DENNIS FEELY Defendant

WRIT OF SUMMONS



TO: Dennis Feely
PO Box 188
North Side
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, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

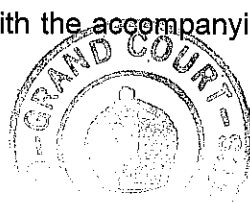
If you fail to satisfy the claim or return the Acknowledgment within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may entered against you forthwith without further notice.

Issued this 29th day of August 1996.

NOTE - This Writ may not be served later than 6 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.



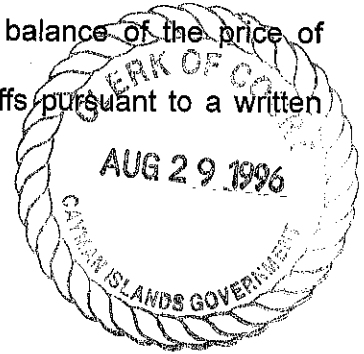
THIS WRIT was filed Messrs. Truman Bodden & Company, Attorneys-at-Law for the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, PO Box 866, Anderson Square Building, George Town, Grand Cayman

STATEMENT OF CLAIM

- (1) The Plaintiff is a company incorporated under and in accordance with the Companies Law (1995 Revision) with its registered office situated in George Town, Grand Cayman.
- (2) The Defendant is a resident of Grand Cayman and was at all material times a customer of the Plaintiffs.
- (3) The Plaintiffs claim is for the sum of CI\$2,148.00 being the balance of the price of architectural services provided to the Defendant by the Plaintiffs pursuant to a written contract on or about 4 March 1994.

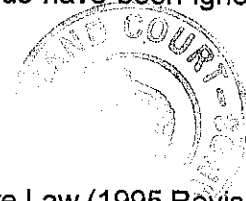
PARTICULARS

Date	Date Payable	Amount
15 February 1995	10 May 1995	CI\$2,148.00



- (4) By a letters dated 2 March 1995 and 18 April 1995 and the Plaintiffs demanded settlement of the account in full. The Plaintiff's Attorney-at-Law also sent a letter dated 18 August 1995 demanding payment in full. These demands have been ignored by the Defendant.
- (5) Further the Plaintiff claims interest pursuant to The Judicature Law (1995 Revision) on the said sum at the rate of 7%% per annum amounting to CI\$171.62 at the date hereof calculated from the dates set out in paragraph (3) herein and continuing interest from the

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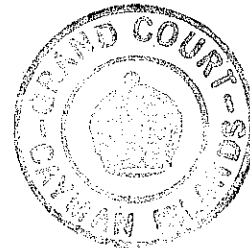
date of issue at a daily rate of CI\$0.43. In the alternative the Plaintiff claims interest for such period and at such rate as the Court thinks fit.

AND THE PLAINTIFF claims:

- (i) The sum of CI\$2,148.00;
- (ii) Interest as set out in paragraph (5) herein
- (iii) Fixed costs of CI\$350.00, alternatively costs to be assessed.

If, within the time for returning the Acknowledgment of Service, the Defendant pay the total amount claimed of CI\$2,669.62 (including costs) further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.

Truman Bodden & Company
TRUMAN BODDEN & COMPANY



THIS WRIT was filed Messrs. Truman Bodden & Company, Attorneys-at-Law for the Plaintiff herein whose address for service is that of its said Attorneys-at-Law, PO Box 866, Anderson Square Building, George Town, Grand Cayman



ARCHITECTURE &
INTERIOR DESIGN

February 15th, 1995

Mr. Dennis Feely
P.O. Box 188, NS
Grand Cayman

INVOICE

Long distance telephone and fax expense	CI\$ 248.00
Courier	CI\$ 50.00
Registered mail postage for serve of notices for Planning	CI\$ 5.00
Planning fees for "Coral Cottage"	CI\$ 345.00
4th and final payment due on "Coral Cottage"	CI\$ 1,500.00

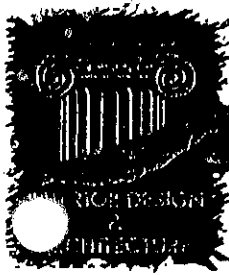
TOTAL DUE ON OR BEFORE MAY 10TH, '95 CI\$ 2,148.00

NOTE:

You have stated that you were over charged for the Kiani furniture for the 'Coral Cottage' and that we should reimburse you for CI\$ 1,400 for freight and duty. It is too late for you to decide this now as you have already agreed and made payment for this. On August 25th, 1994 you were told that we had had to pay more in freight and duty than we had anticipated. We had only charged you our cost for the furniture. As a result, when the freight and duty fees were above our estimate we stood to lose money. Alpha explained this to you that day showing you the papers. We explained that we had not intended to make a profit even from the beginning and that with the unexpected final cost of the freight and duty we were losing money and needed to be paid just what the furniture had cost us. I have attached copies of the papers shown to you that day as

well as a copy of your cheque and the receipt that was issued to you that day at your request. There was also Port Authority fees and delivery fees to North Side. I have not heard any reasons so far of why you are refusing to pay your balance on the "Coral Cottage". If you do I certainly should have heard them before now!

You are also welcome to review the telephone and fax records. These cannot leave our offices or be photo copied and you must review them if you wish to do so in our offices.



KOZAILY DESIGNS

This agreement is made the 4th day of March, 1994

BETWEEN: MR. DENNIS FEELY

AND: KOZAILY DESIGNS LTD
P.O. BOX 920 GT.
GRAND CAYMAN, BWI

We are pleased to submit our agreement outlining our proposed work and our terms and conditions as architects for the design and planning of your Caymanian style home, Iguana Reef, in Cayman Kai.

Our work to consist of the following:

- Complete set of working drawings
- Submittal of plans to Planning
- Supervision of total construction

Our fees for the services outlined above will be a flat fee of CIs 6,000.00 Payments are to be made as follows:


- CIs 1,500 due upon signing of this agreement
- CIs 1,500 due upon commencement of structurals
- CIs 1,000 due upon approval of plans by Planning
- CIs 1,000 due upon commencement of construction
- CIs 1,000 due upon completion of construction

Planning fees to be paid by client.

If this agreement meets with your approval, kindly sign and return to us the enclosed copy of this letter, together with your payment in the amount specified above.

Very Truly Yours,


KOZAILY DESIGNS LTD


ACCEPTED

4 MAR 94
DATE