

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 440 OF 1996

BETWEEN: KOZAILY DESIGNS LTD. Plaintiff

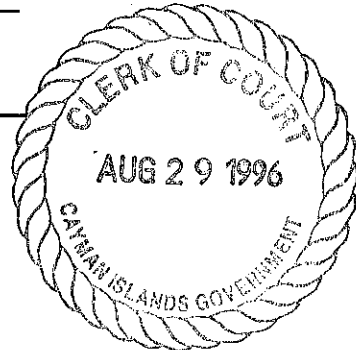
AND: DENNIS FEELY Defendant

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WRIT OF SUMMONS

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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 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 29<sup>th</sup> 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.



**STATEMENT OF CLAIM**

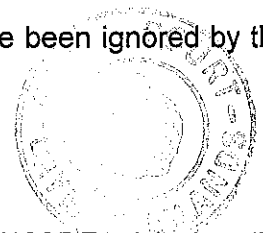
- (1) The Plaintiff is a company incorporated under and in accordance with the Companies Law (1995 Revision) with its registered office situated in George Town, Grand Cayman.
- (2) The Defendant is a resident of Grand Cayman and was at all material times a customer of the Plaintiffs.
- (3) The Plaintiffs claim is for the sum of CI\$8,434.70 being the balance of the price of architectural services provided to the Defendant by the Plaintiffs pursuant to a written contract on or about the 13 October 1993.

PARTICULARS

Date	Date Payable	Amount
15 February 1995	10 May 1995	CI\$8,434.70



- (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<sup>3</sup>/<sub>8</sub>% per annum amounting to CI\$673.90 at the date hereof calculated from the dates set out in paragraph (3) herein and continuing interest from the date of issue at a daily rate of CI\$1.70. 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\$8,434,70;
- (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\$9,458.60 (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 15, 1995

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

## INVOICE

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76 Hours of Architectural services for changes  
rendered on residence for Dennis Feely.

Breakdown as follows:

Concept drawing development and sketches	18.00 hrs
* Third floor floor plan	3.75 hrs
* Revised elevations showing third floor	15.00 hrs
Revised section drawing	1.75 hrs
Master bedrooms/baths 1 & 2 1st revision	1.00 hrs
* Master bedrooms/baths 1 & 2 2nd revision	1.00 hrs
Bedroom 3 revised	1.00 hrs
Stairs 1st revision	1.00 hrs
Stairs 2nd revision	1.00 hrs
Outside patio revised	2.50 hrs
Plumbing revised	5.50 hrs
Electrical revised	6.00 hrs
Revised roof plan	2.00 hrs
Interior elevation revised	1.50 hrs
Consultations with Client	2.50 hrs
Meetings with HVAC for A/C	1.00 hrs
Preparation of paper work for Planning	2.25 hrs
Meetings with Planning	4.25 hrs
Two site visits including travel time	5.00 hrs

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	TOTAL HOURS	76.00
HOURLY RATE CI\$ 75.00	TOTAL FEE	CI\$ 5,700.00

Structural engineering drawings  
 Consultaions with Engineer  
 Reveiw of drawings  
 Site visit - Engineer visited site  
 Revision for third floor walls in January

CIS 2,000.00

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Planning fees

CIS 641.70

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Plumbing fees

CIS 93.00

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**TOTAL DUE ON OR BEFORE MAY 10TH '95**

**CIS 8,434.70**

NOTE:

You have queried my hours and I have provided you with the breakdown. You especially mentioned the 1 1/2 days that I prepared the third floor floor plan and all the revisions to the elevations. My work days are usually 14 hour work days. It took me 18.75 hours to prepare these drawings which I did as a priority for you. I did finish these drawings in 1 1/2 days for a total of 18.75 hours.

I would also like to bring to your attention the matter of the revision for the Master bedroom and bath room. The second revision was done with Jennifer present in my office. I have billed this time as revision time for those drawings and did not bill it as consultation time again.

I trust that all has been clarified.

Sincerely,

Elie Kozaily

**KOZAILY DESIGNS LTD  
P. O. BOX 920 G. T.  
GRAND CAYMAN ISLAND  
BRITISH WEST INDIES**

PAGE 1 OF 2

ATT: DENNIS AND JENNIFER FEELY  
1461 EXCHANGE DRIVE  
RICHARDSON, TX 75081

RE: PROPOSED RESIDENCE AT CAYMAN KAI

WE ARE PLEASED TO SUBMIT OUR AGREEMENT OUTLINING OUR PROPOSED WORK AND OUR TERMS AND CONDITIONS AS DESIGNERS AND CONSULTANTS FOR YOUR NEW HOME IN CAYMAN KAI.

OUR WORK TO CONSIST OF THE FOLLOWING:

- FLOOR PLAN
- CEILING PLAN
- ELEVATIONS
- SECTIONS
- DETAIL PLANS
- FINISHED SCHEDULE
- ROOF PLAN
- SITE PLAN
- LIGHTING PLAN
- FOUNDATION PLAN
- STRUCTURAL PLAN

DURING PROGRESS OF WORK WE WILL REVIEW ALL WORKING DRAWINGS, SPECIFICATIONS, AND FINISHED SCHEDULES SUBMITTED BY CONTRACTORS TRADES TO ENSURE ADHERENCE TO OUR DESIGN

APPROVE ALL MATERIALS, FINISHES, AND COLOR SAMPLES SUBMITTED BY CONTRACTORS

SUPERVISE ALL DECORATIVE IN THE FIELD

INSPECT ALL INSTALLATIONS AT JOB SITE

OUR FEES FOR THE SERVICES OUTLINED ABOVE WILL BE A FEE OF 5% ON ALL CONSTRUCTION COSTS.

ALL PLANNING FEES TO BE PAID BY THE CLIENTS.

PAYMENT FOR SERVICES WILL BE MADE IN 4 PAYMENTS

RETAINER	25%
PLANS APPROVED BY PLANNING	25%

ON COMMENCEMENT OF CONSTRUCTION

25%

FINAL PAYMENT WHEN PROJECT ENDS

25%

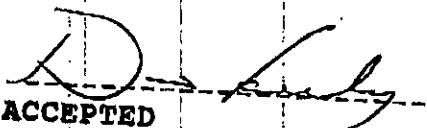
*Balance of the cost & when final certificate is issued*  
THE DESIGNER WILL BE PERMITTED TO MAKE PHOTOGRAPHS OR OTHER REPRODUCTIONS OF THE WORK AND TO PUBLICLY DISPLAY THE SAME THROUGH NEWS MEDIA OR OTHERWISE, WITH STATED PERMISSION FROM THE CLIENT TO ENTER THE CLIENT'S PREMISES FOR THE PURPOSE OF MAKING SUCH PHOTOGRAPHS OR OTHER REPRODUCTIONS.

*of the*  
*of the*

IF THIS AGREEMENT MEETS WITH YOUR APPROVAL, KINDLY SIGN AND RETURN TO US THE ENCLOSED COPY OF THIS LETTER, TOGETHER WITH YOUR CHECK IN THE AMOUNT SPECIFIED ABOVE.

VERY TRULY YOURS

  
KOZAILY DESIGNS LTD  
DESIGN COMPANY

  
ACCEPTED

*13 October 93*  
DATE

*Payment will be wired.*

*FED X ACCOUNT # 1627 49617*