

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 439 OF 1996

BETWEEN: KOZAILY DESIGNS LTD. Plaintiff

AND: (1) DENNIS FEELY First Defendant  
(2) JENNIFER GOOD Second Defendant

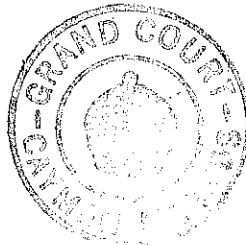
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WRIT OF SUMMONS

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TO: (1) Dennis Feely  
PO Box 188  
North Side  
Grand Cayman

(2) Jennifer Good  
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 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.

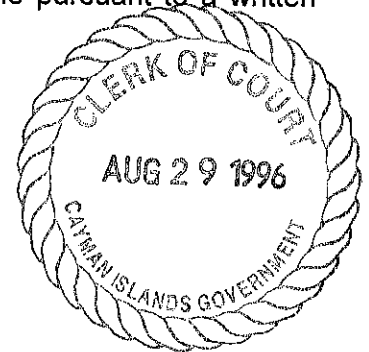
## STATEMENT OF CLAIM



- (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 Defendants are residents of Grand Cayman and were at all material times a customer of the Plaintiffs.
- (3) The Plaintiffs claim is for the sum of CI\$3,980.00 being the balance of the price of architectural services provided to the Defendant by the Plaintiffs pursuant to a written contract on or about 25 July 1994.

### PARTICULARS

Date	Date Payable	Amount
15 February 1995	10 May 1995	CI\$3,980.00



- (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 $\frac{3}{4}$ % per annum amounting to CI\$317.99 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\$0.80. In the alternative the Plaintiff claims interest for

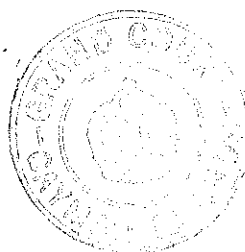
such period and at such rate as the Court thinks fit.

**AND THE PLAINTIFF** claims:

- (i) The sum of CI\$3,980.00;
- (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\$4,647.99 (including costs) further proceedings will be stayed. The money must be paid to the Plaintiff's Attorney.

Truman Bodden & Co  
**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

Architectural services rendered for  
"Banana Republic 4-plex as per contract

1st Billing	CI\$ 4,000.00
2nd Billing	CI\$ 4,000.00
3rd Billing due upon Planning Approval	CI\$ 4,000.00

TOTAL	CI\$ 12,000.00
PAYMENTS	CI\$ 8,020.00

**TOTAL DUE ON OR BEFORE MAY 10TH, '95** **CI\$ 3,980.00**

**NOTE:**

On August 25th, 1994 you made a payment for your balance due up to date at that time. I have enclosed a copy of the receipt Alpha issued you at your request. Please note that you received credit for the cellular phone and container as you priced them for us. You were given a CI\$ 20.00 credit. Your balance is now CI\$ 3,980.00.

THIS AGREEMENT is made the 25 day of July, 1994

BETWEEN:

DENNIS FEELY AND JENIFER GOOD  
IQUANA REEF, GRAND CAYMAN

(hereinafter "the Client")

AND:

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

The Client wishes to engage the services of the Design Consultant in respect of the design and supervision of a 4-PLEX AT IQUANA REEF, Grand Cayman, on the terms and conditions set out in this Agreement.

1. The Client engages the Design Consultant to perform for the Client the services listed in Part A of the schedule.
2. The Client will pay the Design Consultant on demand for the services the fees and expenses indicated in Part B of the Schedule.
3. The Client will promptly provide the Design Consultant with such information and promptly make such decisions as are necessary for the proper performance of the services. The Client agrees that the services will be performed and conducted in accordance with the approved design as contained in the Contract Drawings which have been initialled by the parties and which are specified in Part C of the Schedule. The Client acknowledges that any modifications to the Contract Drawings must be made within 60 days from the execution of this agreement. Any modifications requested by the Client thereafter may be refused by the Design Consultant who may proceed with the work in accordance with the Contract Drawings or, at the option of the Design Consultant, may be accepted by him on such terms and conditions as he may specify and the Client agrees to pay the Design Consultant, in addition to any other amounts payable hereunder, the Design Consultants hourly rate of CI\$ 75.00 per hour for the time required in effecting and implementing such modifications.
4. The Design Consultant shall not make any material alteration, addition to or omission from the approved design without the knowledge and consent of the Client except if found necessary for construction reasons in which case the Design Consultant shall inform the Client without delay.

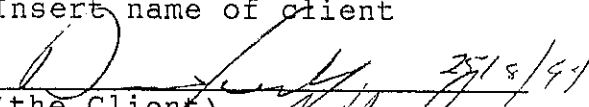
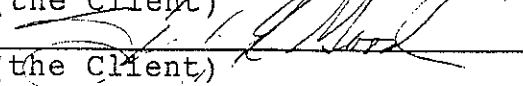
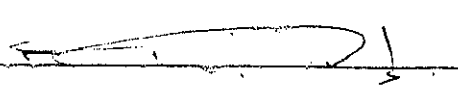
5. A contractor, subcontractor or supplier who is to be employed by the Client to implement any part of the works may be nominated by either the Design Consultant or the Client, subject to the acceptance of each party. The Client will hold such contractor, subcontractor or supplier and not the Design Consultant responsible for the competence, proper execution and performance of the works thereby entrusted to that contractor, subcontractor or supplier. The Design Consultant will have the authority to coordinate and integrate such work into the overall design.
6. The Design Consultant will visit the site at intervals appropriate to the stage of construction to inspect the progress and quality of the works and to determine that they are being executed generally in accordance with the approved design as contained in the Contract Drawings. The Client acknowledges that this is a nonexclusive agreement for services and that the Design Consultant is not required to make frequent or constant visits or inspections of the site.
7. Copyright in the approved design and all documents and drawings prepared by the Design Consultant and any works executed from those documents and drawings shall at all times remain the property of the Design Consultant. The Client will have a licence to use such documents and drawings for the purposes related to the services to be provided hereunder provided however the Client shall not use the same in connection with the making or improvement of any other works other than those in relation to which this Agreement relates without the prior written approval of the Design Consultant and upon such terms as may be agreed between the Client and the Design Consultant. In the event this Agreement is rescinded before the works have been completed the Client shall be entitled to use such documents and drawings in such manner as may be necessary to ensure completion of the works on the basis thereof provided that the Client has paid in full all costs, fees and expenses due to the Design Consultant for the services rendered to such point.
8. The Design Consultant may with the consent of the client, which consent shall not be unreasonably withheld, publish or reproduce alone or in conjunction with any other person any articles, photographs or illustrations of or relating to the approved design or works and the Client hereby consents to the Design Consultant entering onto the premises for the purpose of making or reproducing the same.

- 9. (a) The Design Consultant's appointment may be terminated by either party upon the expiration of 14 days notice in writing.
- (b) The Client may suspend the performance of any or all of the agreed services by giving 14 days notice in writing to the Design Consultant.
- (c) In the event of suspension or termination in accordance with the terms herein, the Client shall pay to the Design

Consultant for services rendered an amount equal to the greater of the time spent by the Design Consultant to the date of suspension or termination at the hourly rate of CI\$ 75.00 per hour specified in Part B of the Schedule and the relevant percentage specified in Part 2 of the Schedule of the total construction costs of the works at at the date of suspension or termination together with all expenses and disbursements.

10. Any difference or dispute arising out of the terms of this agreement shall be referred to arbitration by a person to be agreed between the parties or, failing agreement within 14 days after either has given to the other a written request to concur in the appointment of an arbitrator, a person to be nominated at the request of either party by the President of the Cayman Islands Chamber of Commerce provided that the arbitrator shall be, unless otherwise agreed, a duly qualified architect actively carrying on business in the Cayman Islands.

11. This Agreement shall be governed and construed in accordance with the laws of the Cayman Islands and each party hereto submits to the jurisdiction of the Courts of the Cayman Islands.

	)	Insert name of client
	)	
_____	)	 25/8/94
(witness)	)	(the Client)
_____	)	
(witness)	)	(the Client)
	)	KOZAILY DESIGNS LTD.
	)	
_____	)	
(witness)	)	
	)	
_____	)	25/8/94
(witness)	)	

**SCHEDULE  
PART A  
DESCRIPTION OF SERVICES**

1. Provide all working drawings necessary for the construction of the residence.
  - A. Site Plan
  - B. Floor Plan
  - C. Elevations
  - D. Roof Detail Plan
  - E. Section and Detail Plan
  - F. Structural Drawings
  - G. Plumbing Drawings
  - H. Electrical Drawings
  - I. Airconditioning Drawings
2. Submittal of architectural drawings to Cayman Islands Planning Department.
3. Production of specification documents.
4. Review of bids from contractors.
5. Supervision of construction.
6. Bi-weekly written reports on progress of works.

**PART B**

1. **CONTRACT FEE**

On execution hereof, the Client shall pay to the Design Consultant a non-refundable contract fee in the amount of CI\$ 400.00.

2. **TOTAL CONSTRUCTION COST BASIS**

In addition to the non-refundable contract fee, the Client shall pay the Design Consultant 4% of the total construction cost of the works. Total construction cost of the works is defined as the cost, as certified by the Design Consultant, of all works executed by any person under this Agreement to implement the approved design excluding the cost of any works done as of the date of this agreement. The Design Consultant's estimate for total construction cost of the works is CI\$ 400,000.00. This is an estimate only. Total construction cost to be determined at end of construction in order to determine the total construction cost fee.

Payments for services will be made as follows:

- (a) On execution of contract twenty-five percent (25%) of 4,000 the total construction cost fee of the works as estimated by the Design Consultant;
- (b) On commencement of structural drawings twenty-five (25%) 4,000
- (c) On receipt of Planning approval, twenty-five percent (25%) of total construction cost fee of the works as 4,000 estimated by the Design Consultant.
- (d) On commencement of construction, ten percent (10%) of total construction cost fee of the works as estimated by the Design Consultant.
- (d) Another ten percent (10%) is paid when 50% of the work is done.
- (e) On project completion as certified by Design Consultant the balance.

### 3. HOURLY FEE

The hourly fee is CI\$ 75.00.

### 4. EXPENSES AND DISBURSEMENTS

In addition to the fees charged by the Design Consultant as above, the Client will reimburse the Design Consultant for all expenses and disbursements properly incurred in connection with this Agreement including but not limited to printing, reproduction or purchase costs of documents, drawings, maps, models, photographs, and other records, fees paid to Planning or any other Government agency or department, and any other proper and reasonable expense related to the project.