

IN THE GRAND COURT OF THE CAYMAN ISLANDS

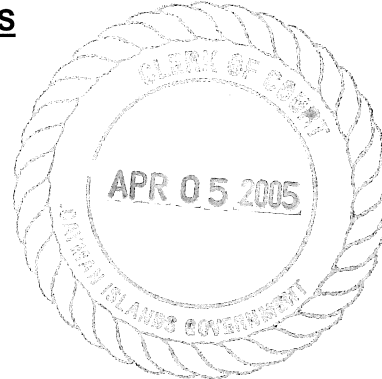
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CAUSE NO: OF 2005

BETWEEN: LARGATOS LIMITED PLAINTIFF

AND: E & H RUMHEADS 1993 LTD DEFENDANT

WRIT OF SUMMONS

TO: E & H RUMHEADS 1993 LIMITED
PO BOX 822GT
WEST WIND BUILDING
70 HARBOUR DRIVE
GEORGE TOWN
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 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 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 2005

NOTE – This Writ may not be served later than 4 calendar 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. By a deed dated 1 March 2004, the Plaintiff granted to the Defendant a lease of certain defined parts of the development and other buildings situated at West Bay Beach South, Block 12E, Parcel 61 known as the Largatos Complex ("the Premises") for a term of 2 years ("the Lease") at a monthly rent of US\$5,000.
2. The following clauses were, inter alia, material terms of the Lease:

"B. THE TENANT HEREBY CONVENANTS WITH THE LANDLORD AS FOLLOWS:

...

B16 Not without the prior consent of the Landlord to bring or allow to be brought on to the Leased Premises or any part of LARGATOS Complex any machines or machinery save such typewriter, cash register and other business equipment as are reasonably requisite for the Tenant's business and to observe such regulations as the Landlord shall specify load factors and stresses within LARGATOS Complex and not install any radio, record player, television, loudspeaker, amplifier, screen or similar apparatus or related equipment on or to the exterior of the Leased Premises or LARGATOS Complex nor to play or operate the same so as to be visible outside the Leased Premises without the express written consent of the Land in advance. ...

B30 To pay the charge of CI\$75.00 per each full day that the rent payable by the Tenant under this Lease remains unpaid for 5 days or more. The notice specified by this clause need not be a notice of default as defined by the Registration Land Law.

...

D. PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS: ...

D3 If the rent hereby reserved or any part thereof shall at any time be unpaid on the due date (whether or not demand for payment shall have been made) of it there shall be any breach or non-observance by the Tenant of any of the other covenants conditions and stipulations herein contained on the part of the Tenant to be performed and observed or if the Tenant for the time being shall become bankrupt or being a company shall be wound up either compulsorily or voluntarily or if the Tenant shall enter into any arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress, or execution to be levied on the Tenant's goods, or if the Tenant being a company shall be unable to pay its debts within the meaning of the Companies Law, then and in any of the said cases happening it shall be lawful for the Landlord to serve on the Tenant a notice in accordance with Section 56 of the Registered Land Law, and if the Tenant fails to meet the requirements of such notice within fifteen (15 days) in the case of non-payment or short-payment of rent, and within thirty (30) days in any other case (which the Tenant hereby agrees to be reasonable notice period in each case for purposes of said Section) it shall be lawful for the Landlord at any time after the expiry of such notice to enter into and upon the Leased Premises or any part thereof in the name of the whole and the term hereby created shall absolutely determine, anything herein contained to the contrary notwithstanding; but without prejudice to any rights of action or remedy of the Landlord in respect of any antecedent or continuing breach of any of the covenants by or obligations of the Tenant herein contained."

3. On 8 February 2005, the Defendant made an oral request to the Plaintiff for permission to host an outdoor party on the Premises to take place that same evening.
4. The Plaintiff refused to grant the said permission in writing or at all.
5. Notwithstanding the Plaintiff's refusal to grant the said permission, the Defendant wrongly and in breach of clause B16 of the Lease, erected loudspeaker equipment or similar apparatus in order to conduct the outdoor party and used the said equipment or apparatus for that purpose.
6. On 22 February 2005, pursuant to clause D3 of the Lease the Plaintiff served on the Defendant a notice in writing in accordance with the provisions of section 56 of the Registered Land Law (2004 Revision) specifying the breach of covenant (as described in paragraph 5 above) and requiring the Defendant to vacate the Premises within 30 days.
7. The Defendant has failed to comply with the said notice.
8. In the premises the Plaintiff is entitled to forfeit and hereby forfeits the said Lease.
9. Further, as at the date hereof the rent reserved by the Lease is US\$10,000 in arrears:

PARTICULARS OF RENT DUE

- | | | | |
|----|---------------|------------------|-----------|
| a. | February 2005 | One month's rent | US\$5,000 |
| b. | March 2005 | One month's rent | US\$5,000 |
10. The present monthly value of the premises is in excess of US\$5,000.
 11. Further, the Plaintiff claims CI\$75 for each full day that the rent payable by the Defendant has remained unpaid for 5 days or more pursuant to clause B30 of the Lease, namely from 6 February 2005 until the offer of payment of rent made by the Defendant on 31 March 2005.
 12. Further, the Plaintiff is entitled to and claims pursuant to section 34 Judicature Law (2002 Revision) interest upon the said rent at a rate of 3% per annum from 1 February 2005 in respect of rent due for February and from 1 March in respect of rent for March to

5 April 2005, namely US\$493.15 and thereafter at a daily rate of US\$9.86 until judgment or sooner payment.

13. Further, the Plaintiff is entitled to and claims pursuant to clause B33 of the Lease all legal fees, costs and expenses on an indemnity basis incurred by it of and incidental to the protection and enforcement of its rights arising under the terms of the Lease.

AND THE PLAINTIFF claims:

1. possession of the Premises;
2. damages of CI\$3975 pursuant to B30 of the Lease;
3. rent at the rate of US\$5,000 per month from 1 February 2005 until the service of the Writ herein;
4. mesne profits to be assessed from the date of service of the Writ herein until possession be delivered up;
5. interest on the said rent and said mesne profits as set out above;
6. contractual costs.

Walkers

WALKERS

Attorneys-at-Law for the Plaintiff

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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ¹⁵⁴ OF 2005

BETWEEN: LARGATOS LIMITED

PLAINTIFF

AND: E & H RUMHEADS 1993 LTD

DEFENDANT

**ACKNOWLEDGMENT OF SERVICE
OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form **IMMEDIATELY**.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED. Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)

yes

no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*)

yes

Service of the Writ is acknowledged accordingly

(Signed) _____

[Attorney] for

[Defendant in person]

Address for service:

Please complete 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 or 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.

Walkers
Attorneys-at-Law
P.O. Box 265 GT
Walker House, 87 Mary Street
George Town, Grand Cayman

Ref: DMM/BG/B2-31355

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

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF
WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.
2. After completion it must be delivered or sent by post to the Courts Office, P.O. Box 495G, George Town, Grand Cayman.
3. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).
4. If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.
5. If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.
6. If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.
7. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Please complete overleaf

NOTES FOR GUIDANCE

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Court's office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Court's office.