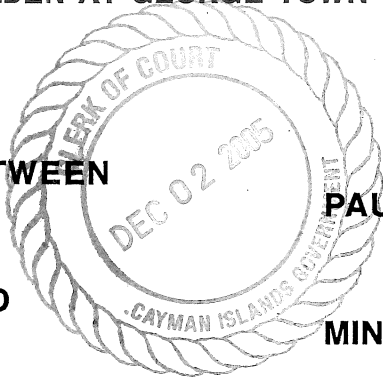


IN THE GRAND COURT OF THE CAYMAN ISLANDS
HOLDEN AT GEORGE TOWN

556
CAUSE NO. of 2005

BETWEEN



PAULA BROWN



PLAINTIFF

AND

MINI WAREHOUSE TWO LIMITED

DEFENDANT

To: MINI WAREHOUSE TWO LIMITED
P.O BOX 11637
APO
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 attached 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 495 , GT GRand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating that you intend to contest these proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this *2nd* day of December 2005.

NOTE: This Writ may not be served later than 4 calendar (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the day of December 2005, unless renewed by Order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The Plaintiff is an individual residing in the Cayman Islands, and with postal address at P.O Box 1821 GT, Grand Cayman.
2. The Defendant is a company registered under the laws of the Cayman Islands, with registered offices at P.O Box 11637, APO, Grand Cayman.
3. By agreement in writing dated the 1st day of November 2003, the Defendant agreed to give and the Plaintiff agreed to take a lease of premises known as Mini Warehouse Units Nos. 433, 434, 446 and 447, on property registered at Block 20 B, Parcel 72, George Town East, Grand Cayman.
4. That by the terms of that lease, the Plaintiff agreed to pay and the Defendant agreed to accept the sum of CI \$800 per month in rental for the said premises, beginning November 2003. Such payment to be due on the first day of each month. That rental was later increased in August 2005 to the sum of CI \$ 1232.00
5. By virtue of provision 4 of the said lease, the parties also agreed that

“ (a) if the rent hereby reserved, or any part thereof, be unpaid on the due date...it shall be lawful for the Lessor to serve on the lessee a notice in accordance with section 56 of the Registered Land Law (1995 Revision), and if the Lessee fails to meet the requirements of such notice within seven (7) days, in the case of non-payment or short payment of rent...it shall be lawful for the Lessor at any time after the expiry of such notice, to apply the whole or part of the security deposit paid by the Lessee on the signing of the Lease towards any arrears of rent, and notwithstanding the waiver of any previous right of entry, to enter into and upon the property or any part thereof..and remove and goods, chattels or stock from all or any part of the property as distress for arrears of rent, and sell or otherwise dispose of the same if such arrears remain unpaid and thereupon the Lease shall absolutely cease and determine...but without prejudice to any rights of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by or obligations of the Lessee herein contained, PROVIDED THAT the following procedure shall be followed by the Lessor in connection with the collection of rent:-

(i) the Lessor's on-site Manager shall invoice the Lessee for the Lessee's monthly rent due prior to the due date ...

(ii) on the fourteenth or fifteenth day of the month, the lessor's on-site Manager will provide to the Lessor's property Manager for an analysis...following which the Lessor's property manager will send a first reminder to the Lessee should the Lessee be in arrears with the payment of rent requiring the Lessee to make good such arrears within seven days;

(iii) Should the Lessee still remain in arrears with the payment of rent on the twenty second or twenty third day of the month, the Lessor's property manager will send a final reminder letter to the Lessee requiring the Lessee to make good such arrears within seven days failing which legal action will be taken to recover the rent owed;

(iv) should the Lessee still remain in arrears with the payment of rent on the last day of

the month, the Lessor's property manager shall telephone the Lessee with a final demand for payment, and failing such payment, the Lessor may double lock the property, terminate the Lease, apply all or part of the security deposit toward the rent due and seize and dispose of any of the Lessee's goods on the property; "

6. That the Lessee conducts several businesses at the leased premises. Calm-C Services a company registered under the laws of the Cayman Islands, with registered offices at P.O Box 1821 GT, Grand Cayman, and of which the Plaintiff is 40 % shareholder, and her daughter Nathina Ebanks-Campbell is 60 % shareholder, Calm-C Services Limited t/a Calm Travel & Charter Services, and Calm-c services Limited t/a Calm Travel & Quick Cargo Services, all conduct business at the leased premises. Inter alia, the Plaintiff conducts services for the shipping of goods including furniture, cars, household items, all over the world, including, but not limited to Jamaica and Australia. In addition, the Plaintiff conducts the business of a travel agency, and a promotions company, involved, inter alia, with the business of promoting the agricultural and trade show now set for March 1st, 2006 in Grand Cayman.

7. That by letter dated 28th October 2005, the Lessor's on-site manager Lorraine Ebanks purported to give the Lessee notice that rent as at that date for the leased premises, was overdue. In that letter, the said manager also stated that rent for the month of November 2005 was also due, and payable on or before 7th November 2005.

8. That by cheques dated the 24th October, and 4th November 2005, both in the sums of \$ 608 each, the Lessee paid the rent in full for October 2005.

9. That by cheques dated the 15th November 2005 in the sum of \$ 608, and cheque dated November 25th 2005 in the sum of \$ 672, rent for the month of November 2005 was paid in full to the Lessor.

10. That on or about 7 pm on 2005 December 30, the said Lorraine Ebanks, whether by her servants and or agents, and acting on behalf of the Lessor Mini Warehouse Two limited, destroyed the padlocks placed by the lessor to secure the leased premises, and replaced them with other padlocks, and has barred the lessor access to the said premises.

11. That further, the said Lessor through its on-site manager Lorraine Ebanks, has informed the Lessee, that as of 2005 December 02, all items, assets, goods and otherwise held by the lessee in and at the leased premises, will be removed. The Lessor has not advised where the said goods will be moved.

12. That the Plaintiff will claim that in accordance with the said letter of October 28, outstanding rent for the month of October 2005 in the sum of \$ 608 was fully paid up on 2005 November 04, within the required 7 day period.

13. That further, this Plaintiff will say, that as of 2005 November 25, rental due for the month of November 2005 was fully paid up. That further, the Defendant, in purported re-entry of the premises and forfeiture under the lease herein, did not follow the conditions precedent as outlined in provision 4 (a) (i) - (iv) under the said lease. That as a result, the purported re-entry of the said premises by Lorraine Ebanks for and on behalf of the Lessor was illegal and unlawful, and has caused the Plaintiff damage and loss.

PARTICULARS OF LOSS AND DAMAGE

(a) That since on or about 2005 December 01, the Plaintiff has been unable to conduct its business from the said leased premises. As a result of this inability to conduct its

business, the Plaintiff lost an average net profit of \$1,074.45 on 2005 December 01. It will lose another average net profit of \$ 1,074.45 on 2005 december 02, and every day in which it is barred from conducting its business at the leased premises, it will lose this average amount of \$ 1074.45 per day.

(b) That prior to the purported re-entry of the premises by the lessor, the lessee conducted its business 6 days a week, Mondays to Saturdays. Any further action by the lessor in purported forfeiture under the said lease by the lessor, will result in extreme hardship to the lessee, especially since it has not been allowed enough time to remove any of its goods or other items from the leased premises.

(c) That as a result of unlawful activity of the Lessor in barring the Lessee entry to the premises, the lessee's 45-foot container laden with goods destined for Jamaica, that ought to have been shipped on 2005 December 01, was not shipped in time. Accordingly, the Plaintiff thereby claims from the Defendant, losses sustained by it, from the Defendant.

AND THE PLAINTIFF THEREFORE CLAIMS:

- (a) A Declaration that the lease dated 1st November 2003 between the parties still subsists
- (b) A Declaration that the Plaintiff is entitled to regain possession of the leased premises at units 433,434, 446 and 447.
- (c) Loss of Net Profit in the sum of \$ 2,094.90 and continuing at the rate of \$1047.45 per day until the Plaintiff is allowed to re-enter.
- (d) An order that the Defendant or whether by its servants and/ or agents, surrender the leased premises forthwith.
- (e) An order that the Defendant be restrained from re-entering or otherwise acting on the purported notice dated 28th November 2005
- (f) The cost of the 4 padlocks damaged by the Lessor, in the sum of \$ 20 each
- (g) Costs
- (h) Any other or further relief as this Honourable Court deems just.



BROOKS & BROOKS
Attorneys-at-Law for the Plaintiff

THIS WRIT OF SUMMONS is filed by Brooks & Brooks for the Plaintiff whose address for service is One Artillery Court, Shedden Road, George Town, Grand Cayman.

FORM 2

Acknowledgement of Service (Rule 11)

DIRECTIONS FOR ACKNOWLEDEMENT OF SERVICE
OF WRIT OF SUMMONS

IF YOU INTEND TO INSTRUCT AN ATTORNEY TO ACT FOR YOU GIVE HIM THIS FORM IMMEDIATELY

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney acting on behalf of the Respondent or by the Respondent if acting in person.
2. After completion it must be signed by the Respondent and his attorney (if any) and must be delivered or sent by post to the Law Courts, P.O Box 495 GT, George Town, Grand Cayman.
3. The Acknowledgement of Service must be filed at Court and served on the attorney for the Petitioner (or the Petitioner if acting in person) within fourteen days after service of the Petition.
4. A Respondent who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve an Answer on the attorney for the Petitioner (or on the Petitioner if acting in person) within fourteen days after service of the petition.
5. The Petition will be treated as an " undefended petition" in respect of which a decree of Divorce may be pronounced without the need for any hearing in open court unless an Acknowledgement of Service form in which you have stated an intention to defend has been filed at the Court Office within fourteen days of service of the Petition.
6. In the case of Petitions served outside the Cayman Islands, the period within which the Respondent must file an Acknowledgement of Service and any Answer are extended by Fourteen days.

Please complete overleaf

NOTES ON ADDRESS FOR SERVICE

Attorney: Where the Respondent is represented by an Attorney, state the Attorney's place of business in the Cayman Islands. A Respondent may not act by a foreign Attorney.

Respondent in person: Where the Respondent 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.

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

**Brooks & Brooks
Attorneys-at-Law
One Artillery Court
Shedden Road
George Town
Grand Cayman
British West Indies**

Tel.: (345) 949 9377

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

[Empty box for indorsement]

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 Courts Office.
2. If you wish to defend claims made in the originating summons, or intend to attend the proceedings and to participate in them so far as necessarily (although not necessarily in an adversarial manner) you should tick the "Yes " box in paragraph 2 of the acknowledgment of service.
3. 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.
4. Where the Defendant is used 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 sated on the Originating Summons)".
5. 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.
6. 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.
7. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorized to act on behalf for the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
8. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian ad litem.
9. A Defendant acting in person may obtain help in completing the form at the Courts Office