

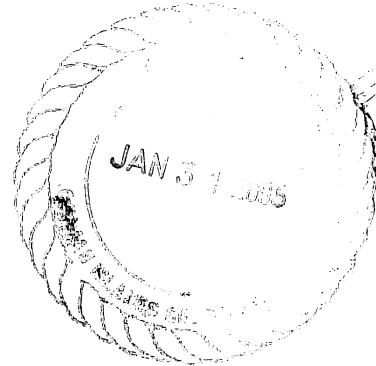
IN THE GRAND COURT OF THE CAYMAN ISLANDS

42
CAUSE NO: OF 2006

BETWEEN: WESTSHORE (CAYMAN) LIMITED PLAINTIFF
AND: N E M (WEST INDIES) INSURANCE LIMITED DEFENDANT

WRIT OF SUMMONS

TO: N E M (WEST INDIES) INSURANCE LIMITED
Nemwil House
PO Box 965
12 Abercromby Street
Port-of-Spain
Trinidad and Tobago
West Indies



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 28 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 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 31st day of January 2006

NOTE – This Writ may not be served later than 6 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. The Plaintiff is the proprietor of property known as the Largatos Complex located at Block 12E, Parcel 61, West Bay Beach South, Grand Cayman ("the Property").
2. The Defendant is an insurance company with its principal place of business in Trinidad, Tobago.
3. By a policy of insurance number C4FCP1936112 dated 26 February 2004 made by the Defendant (the "Policy") and slip endorsements attached thereto, in consideration of premiums paid and to be paid to them by the Plaintiff, the Defendant insured the Plaintiff against loss and damage caused by fire and allied perils.
4. The Policy contains (amongst others) the following material terms:
 - a. the total sum insured for loss and damage to the Property is US\$3,150,000.00;
 - b. by a Special Perils Excess Clause and Memorandum SP-003 the Policy was extended to include destruction of or damage to the Property directly caused by hurricane and accompanying rain, flooding and overflow from the sea;
 - c. upon the occurrence of an insured peril the Defendant will pay to the Plaintiff the value of the Property at the time of its destruction or the amount of such damage or at its option reinstate such Property or any part thereof;
 - d. by clause 11 of the said Policy, the Insured would:
 - i. forthwith give notice of any loss or damage caused to the Property;
 - ii. provide within 15 days after the said loss or damage (or such further time allowed by the Defendant in writing) a claim in writing containing as particular an account as may be reasonably practicable of all the several articles or items of Property damaged or destroyed and of the amount of the loss or damage thereto having regard to their value at the time of the loss or damage not including profit of any kind;
 - iii. provide particulars of all other insurance, if any.

AND THE PLAINTIFF claims:

1. Damages for breach of contract;
2. Interest pursuant to section 34 of the Judicature Law (2002 Revision).
3. Costs.
4. Further or other relief

Walker

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.