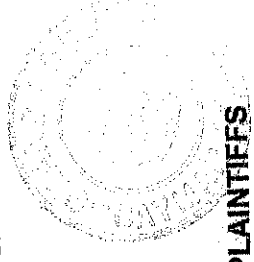


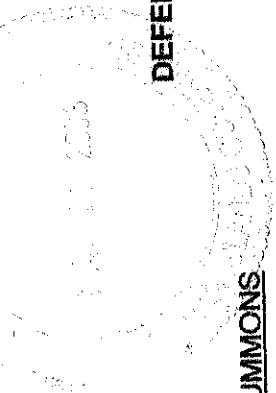
IN THE GRAND COURT OF THE CAYMAN ISLANDS  
IN THE MATTER OF THE REGISTERED LAND LAW (2004 REVISION)

CAUSE NO. 188 of 2006



BETWEEN: LUKE McCOY  
McCOY's CHOPHOUSE AND LOUNGE LIMITED PLAINTIFFS

AND: ADARE INVESTMENTS LTD.  
KUBERA ENTERPRISES LTD. DEFENDANTS



WRIT OF SUMMONS

TO: Adare Investments Ltd. And to: Kubera Enterprises Ltd  
c/o Ogier, c/o Quin & Hampson  
George Town, George Town, Grand Cayman  
Grand Cayman, Cayman Islands  
Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 18 day of May 2006.

NOTE - This Writ may not be served later than 4 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.

Directions for Acknowledgment of Service are given with the accompanying form.  
**IMPORTANT**


## STATEMENT OF CLAIM

1. The 1<sup>st</sup> Plaintiff is a resident of George Town, Grand Cayman, Cayman Islands, and is the sole Director of the 2<sup>nd</sup> Plaintiff.
2. The 2<sup>nd</sup> Plaintiff is a company incorporated in the Cayman Islands, duly licensed to carry on the business of a Restaurant and Bar known as "McCoy's" (hereinafter referred to as "the Restaurant") from premises located in the West Shore Plaza, Seven Mile Beach, Grand Cayman, Cayman Islands, legally described in the Land Registry of the Cayman Islands as West Bay Beach South, Block 12E Parcel 83 (hereinafter referred to as the "Premises").
3. The 1<sup>st</sup> Defendant is the Landlord of the Premises.
4. The 2<sup>nd</sup> Defendant is a Tenant of the 1<sup>st</sup> Defendant.
5. In May 2005, the Tenant, with the Landlord's consent, entered into an Agreement with the Company, whereby the Tenant sub let the Premises to the Company for a period of one year, renewable for two five year terms. The Premises are occupied by the Restaurant pursuant to the terms of this Agreement (hereinafter referred to as "the Sublease").
6. The Sublease contained an Option to renew on the same terms (hereinafter referred to as "the Option") for a further period of five years from May 20<sup>th</sup>, 2006. It was agreed that the renewed Sublease would also carry an Option to renew for a further five years.
7. This Option to renew was validly exercised by the Company in early February 2006.
8. On February 28<sup>th</sup> 2006, the Landlord terminated the Headlease held between the 1<sup>st</sup> and 2<sup>nd</sup> Defendants.
9. Also on February 28<sup>th</sup> 2006, the 2<sup>nd</sup> Defendant wrote to the Plaintiffs advising them that it was terminating the Sublease because the Landlord had terminated the Headlease.
10. On March 31<sup>st</sup>, 2006, the Landlord's attorneys wrote to the Company advising that the company vacate the premises, because the Company did not have a lease or licence.
11. On or about May 2<sup>nd</sup>, 2006, the Landlord changed the locks on the premises, so the Plaintiffs are unable to operate their Restaurant.

12. The Plaintiffs have paid all rents due to the Landlord, save for the month of April, 2006. When the Plaintiffs went to pay April's rent, the Landlord refused to accept it, saying that it was late.
13. The Plaintiffs have suffered damages because of the Landlord's locking them out of the Premises, in contravention of the Sublease.
14. By virtue of The Registered Land Law (2004) the Plaintiffs have a right to apply to the Court for the remedy of relief from forfeiture.

AND THE PLAINTIFFS claim:

1. Relief from forfeiture of the Sublease on such terms as may be just and equitable.
2. Other relief as the Court deems just.
3. Damages
4. Costs

  
[Signature of Plaintiff for his Attorney]

Filed by Della Campbell & Associates, Attorneys-at Law and Notaries Public, for and on behalf of the Plaintiffs herein, whose address for service is that of their attorney: Suite C4-A, Trafalgar Place, 1428 Seven Mile Beach, P.O. Box 2102GT, George Town, Grand Cayman, Cayman Islands.

## **Acknowledgement of service of writ of summons (0.12, r.3)**

### **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.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495G, George Town, Grand Cayman.

2. 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).

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.

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.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. 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 Courts 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 Courts Office.

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**AND:** ADARE INVESTMENTS LTD.  
KUBERA ENTERPRISES LTD.                              DEFENDANTS

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.  

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  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       no
- 

Service of the Writ is acknowledged accordingly

(Signed).....

Attorney for

**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.

Della Campbell & Associates  
Suite C4-A, Trafalgar Place  
1428 Seven Mile Beach  
Grand Cayman  
Cayman Islands

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