

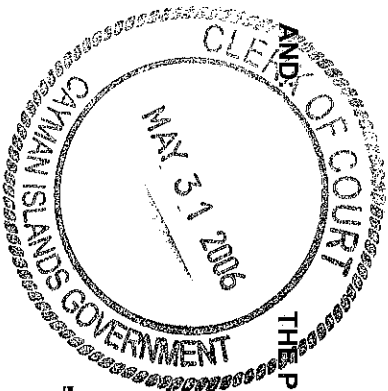
IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 203

OF 2006

BETWEEN: DELOITTE & TOUCHE

Plaintiff



THE PROPRIETORS OF STRATA PLAN NO. 104

Defendant

WRIT OF SUMMONS



TO: The Proprietors of Strata Plan No. 104

The Cayman Club
PO Box 30115 SMB
Seven Mile Beach
Grand Cayman
Cayman Islands

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 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: 31 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.

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff carries on business as the provider of property management and other services in the Cayman Islands.
2. By an agreement in writing made on 11 October 2004 between the Plaintiff and the Defendant (the "**Contract**"), the Plaintiff agreed to provide assistance to the Defendant in relation to the redevelopment of The Cayman Club required as a result of damage caused by Hurricane Ivan in September 2004. As necessary, the Plaintiff agreed to provide insurance consulting, damage assessment and reinstatement valuations as well as overall property project management in respect of the necessary repairs.
3. In pursuance of the Contract, the Plaintiff provided the required services to the Defendant from October 2004 to May 2005.
4. Pursuant to the Contract, the Plaintiff issued a number of monthly invoices to the Defendant.
5. Wrongfully and in breach of the terms of the Contract, the Defendant has failed to pay the Plaintiff in respect of the following invoices:-
 - (i) Invoice Number 70/05 for CI\$20,000.00;
 - (ii) Invoice Number 107/05 for CI\$12,875;
 - (iii) Invoice Number 139/05 for CI\$20,937.50; and
 - (iv) Invoice Number 173/05 for CI\$6,962.50
6. The total amount due and owing to the Plaintiff from the Defendant is CI\$60,775.00 not including interest.
7. Notwithstanding demands made by and on behalf of the Plaintiff, and in particular a letter dated 17 May 2006, the Defendant has failed to pay to the Plaintiff the sum of CI\$60,775 or any part thereof.
8. Further, the Plaintiff is entitled to interest in accordance with the terms of the Contract at the rate of 1% per month on a compound basis alternatively pursuant to Section 34 (1) of the Judicature Law (1999 Revision) at such rate from such date as the Honourable Court thinks fit.

The Plaintiff therefore claims:

1. CI\$60,775;
2. Interest pursuant to the Contract or alternatively pursuant to Section 34 (1) of the Judicature Law (1999 Revision) to be assessed;
3. Costs; and

4. Such further and/or other relief as this Honourable Court thinks fit.

Dated: 31 MAY 2006

Shas Walker Hunt

STUARTS WALKER HERSANT
Attorneys at Law for the Plaintiff

This WRIT OF SUMMONS was filed by Stuarts, Attorneys-at-Law for the Plaintiff whose address for service is Cayman Financial Centre,
36A, Dr. Roy's Drive, P.O. Box 2610 GT, Grand Cayman, Cayman Islands.