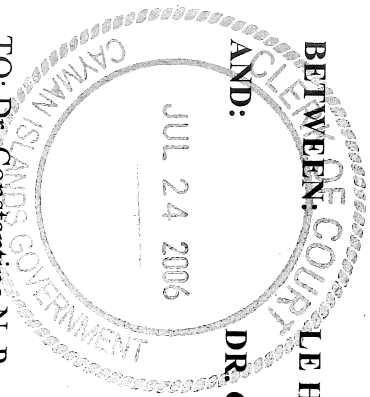


IN THE GRAND COURT OF THE CAYMAN ISLANDS CAUSE NO 315 OF 2006

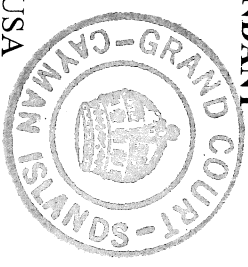
BETWEEN: **LE HABITAT LIMITED** **PLAINTIFF**

AND: **DR. CONSTANTINE N. PAPADOPOULOS** **DEFENDANT**



WRIT OF SUMMONS

TO: Dr. Constantine N. Papadopoulos of 3939 Hartsdale, Houston, TX 77063, USA



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, PO 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 24th day July of 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 is a limited liability company incorporated in the Cayman Islands which operates as a building contractor.
2. The Defendant is an individual who contracted for the Plaintiff to build a two storey family residence on Block 11C, Parcel 18 in Governor's Harbour, Grand Cayman.
3. On or around 10th February, 2004 the parties entered into a written contract for the supply of goods and services by the Plaintiff to the Defendant.
4. On or about 15th March, 2004, the Plaintiff commenced work for the Defendant. Work continued until around 11th September, 2004 when the Plaintiff temporarily suspended work during Hurricane Ivan, and an agreement was made between the parties to suspend work until January 2005 due to higher costs and urgent work which the Plaintiff undertook in the aftermath of Hurricane Ivan.
5. In breach of contract, the Defendant failed to make payments when due. The Plaintiff then ceased to undertake any further work as a result of the Defendant's breach of contract in non payment of outstanding invoices issued by the Plaintiff to the Defendant. The Defendant is now indebted to the Plaintiff as set out below.

PARTICULARS OF OUTSTANDING INVOICES

a) The Plaintiff has issued invoices as follows:

DATE	INVOICE NO.	AMOUNT (C\$)	DESCRIPTION
24.02.2004	1298	40,000.00	Mobilisation
07.06.2004	1316	88,000.00	Draw No. 1
06.07.2004	1318	247.50	Clearing bush
06.07.2004	1319	312.00	Variation to contract works – add steel to foyer
07.06.2004	1320	22,550.00	50% deposit on windows and doors
24.06.2004	1324	2,000.00	Plumbing upgrades
03.08.2004	1331	221,819.00	Draw No. 2
03.08.2004	1332	14,000.00	50% deposit on standing seam roofing
07.09.2004	1338	22,629.01	Second payment for windows and doors
11.11.2004	1368	7,745.00	Hurricane Preparedness and remedial works
11.01.2005	1403	82,000.00	Draw No. 3
11.01.2005	1404	4,222.50	Increased cost of standing seam roofing
10.02.2005	1416	6,559.50	Cost to install CGI windows and French doors
TOTAL		<u>512,084.51</u>	

b) The Defendant has made payments to the Plaintiff as follows:-

DATE	AMOUNTS (CIS)
24.02.04	39,999.97
15.06.04	79,199.70
25.06.04	22,550.00
20.06.04	2,000.00
17.08.04	213,949.11
07.09.04	22,629.01
10.02.05	18,527.00
TOTAL PAYMENTS RECEIVED	398,854.79

c) The Plaintiff has issued credit notes to the Defendant as follows:

CREDIT NO.	INVOICE NO	INVOICE DATE	REASON FOR CREDIT	AMOUNT OF CREDIT (CIS)
1628	1332	3.08.04	Roof not installed	14,000.00
1629	1404	11.01.05	Roof not installed	4,222.50
1630	1368	11.11.04	Not all of works on invoice were completed	5,945.00
1631	1416	10.02.05	Work not performed	6,559.50
TOTAL CREDITS ISSUED				30,727.00

d) The total amount due from the Defendant to the Plaintiff is therefore the total of all invoices issued, less payments received and credits issued, which totals CI\$82,502.72.

6. Despite requests, the Defendant has failed to pay the Plaintiff the sum of
CI\$82,502.72 or any part thereof.

AND THE PLAINTIFF CLAIMS:-

1. CI\$82,502.72; and
2. Costs.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of \$83,877.785 (including costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Turner & Roulstone

TURNER & ROULSTONE

Attorney-at-law for the Plaintiff

THIS WRIT was issued by Turner & Roulstone, Attorneys-at-law for the Plaintiff whose address for service is Strathvale House, North Church Street, George Town, Grand Cayman, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO 315 OF 2006

BETWEEN:

LE HABITAT LIMITED

PLAINTIFF

AND:

DR. CONSTANTINE N. PAPADOPOULOS

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

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.

Turner & Roulstone
Strathvale House
90 North Church Street
P.O. Box 2636GT
George Town
Grand Cayman

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

Acknowledgement of service of Writ of Summons (O.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.