

IN THE GRAND COURT OF THE CAYMAN ISLANDS

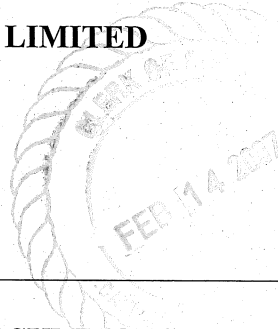
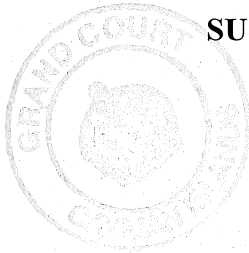
CAUSE NO: 72 OF 2007

BETWEEN: DRIVE PROPERTIES LIMITED

PLAINTIFF

AND: SUSAN CRAIG

DEFENDANT



WRIT OF SUMMONS

TO: Susan Craig of 20 South Sound Road, P.O. Box 30734, Grand Cayman KY1-1203, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you in respect of the claims set out hereunder by the above named Plaintiff of P.O. Box 484, Grand Cayman KY1-1106, Cayman Islands.

Within 14 days after 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, Grand Cayman KY1-1106, Cayman Islands, 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 therein any intention to contest the proceedings, the Plaintiff may proceed with the action and judgement may be entered against you forthwith without further notice.

Issued this 14th day of February 2007

NOTE this Writ may not be served later than 4 calendar months beginning with that date unless renewed by order of the Court

IMPORTANT

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

STATEMENT OF CLAIM

1. The Plaintiff is a Cayman Islands company with its registered office at P.O. Box 484, Strathvale House, North Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands. It is the registered proprietor of properties registered in the Cayman Islands Land Register at West Bay Beach, Block 13B Parcels 65 and 176 and which are commonly known as 38 Kintyre Drive, George Town and 119 Parkway Drive, George Town respectively (the "Properties"). The sole shareholder of the Plaintiff is HSBC International Trustee Limited ("HSBC") as trustee of the WMC Bazelmans Will Trust (the "Trust").
2. The Defendant resides at 20 South Sound Road, George Town, Grand Cayman and is the life tenant of the Trust. Pursuant to the terms of the Trust, the Defendant is entitled to receive the net income of the Trust during her lifetime.
3. During the period February 2004 to August 2006 the Plaintiff agreed with the Defendant that she should manage the Properties on its behalf and receive any rental income generated by them directly, subject to the payment of certain agreed expenses.
4. The Plaintiff's accounts as at 31st December 2005 disclosed a retained loss of US\$13,732.13. The Plaintiff through its agents HSBC advised the Defendant by letter dated 8 August 2006 that in view of the Plaintiff's losses the previous management arrangement could no longer continue and that the Plaintiff intended to appoint a property manager to manage the Properties and receive the rental income for payment to the Plaintiff.
5. On or about 1st and 29th December 2006 the Defendant wrongfully and without authority represented to Kasey King and Melissa Mattison that she had authorisation to act on behalf of the Plaintiff as its agent in connection with the letting of the properties. On 1st December 2006 the Defendant purported to enter into a lease on behalf of the Plaintiff of the property at 119 Parkway Drive with Kasey King at a rent of US\$3,400 per month. The Defendant received from Kasey King the sum of CI\$3,000 in respect of a security deposit for the

property and CI\$6,000 in respect of rent for the months of December 2006 and January 2007.

She received a further US\$13,600 in respect of rent for the months of February, March, April and May 2007.

6. On 29th December 2006 the Defendant purported to enter into a lease on behalf of the Plaintiff with Melissa Mattison in respect of the property at 38 Kintyre Drive, George Town at a rent of CI\$2,800 per month. On 29th December 2006 the Defendant received from Melissa Mattison the sum of CI\$2,800 in respect of a security deposit and CI\$3,076.17 in respect of rent for the period of 29th December 2006 to 31st January 2007. In addition the Defendant received 11 post dated cheques each in the sum of CI\$2,800 in respect of the rent to 31st December 2007.
7. On 8th January 2007, the Plaintiff's attorneys-at-law wrote to the Defendant requesting repayment of the sums of CI\$14,817.17 and US\$13,600 being money which the Defendant wrongfully and without authority induced the said Kasey King and Melissa Mattison (the "Tenants") to pay to her. In the circumstances, the property in the said funds remains with the Plaintiff and the Defendant is a constructive trustee for the Plaintiff in respect of the funds wrongfully received from the Tenants and withheld from the Plaintiff.

And the Plaintiff claims:

1. Restitution of the sums of CI\$14,876.17 and US\$13,600.00 as money had and received by the Defendant to the Plaintiff's use;
2. Equitable compensation;
3. Alternatively recovery of the sum of CI\$14,876.17 and US\$13,600.00 representing the proceeds of such funds or derived from the use of such funds, including interest accrued thereon, as funds held on trust for the Plaintiff;

4. An injunction restraining the Defendant, whether by her agents or otherwise from holding out or representing to third parties that she has authority to manage the Plaintiffs properties and to enter into leases on their behalf.
5. Pre and post-judgement interest pursuant to the Judicature Law (2004 Revision) and the Judgement Debt (Rates of Interest) Rules as amended from time to time.
6. Costs.
7. Such other relief as the Court may deem just.

Dated the 14th day of, February 2007

Nelson and Company
NELSON & COMPANY
Attorneys-at-law for the Plaintiffs

TO: The Clerk of the Court
AND TO: The Defendant,