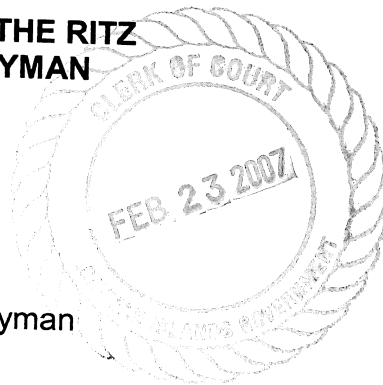
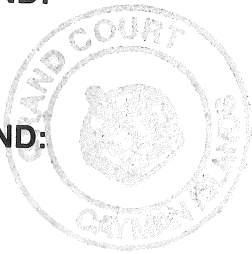


**WRIT OF SUMMONS**

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

**CAUSE NO. 79 OF 2007**

<b>BETWEEN:</b>	<b>ELIZABETH ROSS</b>	<b>PLAINTIFF</b>
<b>AND:</b>	<b>CONDOCO GRAND CAYMAN RESORT Ltd.</b>	<b>FIRST DEFENDANT</b>
<b>AND:</b>	<b>THE RITZ CARLTON, GRAND CAYMAN</b>	<b>SECOND DEFENDANT</b>
<b>AND:</b>	<b>THE RESIDENCES AT THE RITZ CARLTON, GRAND CAYMAN</b>	<b>THIRD DEFENDANT</b>



**TO THE DEFENDANTS:**

The Residences at the Ritz Carlton, Grand Cayman  
P O Box 32319 Seven Mile Beach  
Grand Cayman  
Cayman Islands

The Ritz Carlton, Grand Cayman  
P O Box 32319 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 495 G.T., 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

February 2007

**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 Real Estate Broker whose professional services were engaged by the First Defendant company to procure and facilitate the sale of luxury residential units advertised as "The Condominiums at the Ritz-Carlton Grand Cayman Resort". At some point during the relevant period, the Second Defendant became a successor company to the First Defendant and the Third Defendant company is the beneficial owner of the First and Second Defendants.
2. The agreement for these services is formalized in part through a Sales Representative Agreement between the Plaintiff and the First Defendant, Condoco Grand Cayman Resort Ltd. dated the 15<sup>th</sup> day of October 1998. The bases for the Plaintiff's remuneration are also primarily outlined in the said Sales Representative Agreement which states that the Plaintiff would receive 0.5% of the gross sale value of each unit sold for generating a client for the First Defendant Company, 2.5% of the gross sale value of the unit for demonstrating the products offered for sale by the First Defendants and 2.5% of the gross value of the sale unit for closing a sale on a unit. Additional incentive and bonus payments were also offered by the First Defendant to the Plaintiff upon attainment of certain targeted goals.
3. The Plaintiff was successful in facilitating the sale of four units at the Ritz-Carlton at varying rates of commission. All sales transactions for these units have long been completed. While the numbers assigned to the units may have changed from what was Units 215, 313, 315 and 502 at the time of facilitating the sale to present day, the Plaintiff is due and owing commission on four units.
4. Contrary to the terms of the agreement however the First, Second and/or Third Defendants have failed to remunerate the Plaintiff for the amounts due. The Plaintiff therefore claims that the First, Second and Third Defendants are individually and collectively in default of their contractual agreement with the Plaintiff in that the Sales Representative Agreement which is binding on the parties states that

payment would be made to the Plaintiff within ten days after the relevant sums are received in the accounts of the First Defendant.

5. The Plaintiff has made repeated demand for the payments due and owing to her throughout the relevant period but as at the date hereof the last payment received from the First, Second or Third Defendant was in May of 2002. Notwithstanding the Plaintiff's demands neither the First, Second or Third Defendants have satisfied the total remunerations and commissions due and payable to the Plaintiff which balance remains \$201,575.00.
6. Payments have been made by the First, Second and/or Third Defendant to the Plaintiff the particulars of which are as follows:

**Summary of Payments made to the Plaintiff  
as at 01/02/2007**

Description	Date	Amount
		US \$
Cayman National Bank no. 000270	April 7, 1999	5,000.00
Cayman National Bank no. 28603	May 24, 1999	15,000.00
Cayman National Bank	July 19, 1999	5,000.00
Cayman National Bank no. 441036	Sept. 18, 1999	5,000.00
Cayman National Bank no. 451338	Dec. 1, 1999	4,000.00
Cayman National Bank	Feb. 2, 2000	2,500.00
Cayman National Bank	Feb. 10, 2000	2,500.00
Cayman National Bank no. 454017	March 31, 2000	5,000.00
Cayman National Bank Draft	July 17, 2000	18,500.00
Barclays no. 000553	May 15, 2002	47,175.00
<b>TOTAL</b>		<b>US \$109,675.00</b>

7. The particulars of the amounts which remain due to the Plaintiff are as follows:

**Summary of Commissions and remunerations due to the Plaintiff**

Description of Unit	Rate of Commission	Commission due US \$
215	2.50%	93,750.00
313	1.66%	41,500.00
315	5.0%	112,500.00
502	2.50%	63,500.00
<b>TOTAL</b>		<b>\$311,250.00</b>

WHEREFORE the Plaintiff claims:

1. Judgment for the principal Sum of US \$201,575.00
2. Pre and post-judgment interest at the rate of 10% p.a. to be calculated on a per diem basis from the date hereof until payment.
3. Costs and Attorneys costs.
4. Such further and/or other relief.

DATED 23 February 2007

FILED February 2007

Creary & Associates  
**CREARY & ASSOCIATES**  
Attorneys at Law for the Plaintiff

**THIS WRIT** was filed by **CREARY & ASSOCIATES**, Attorneys at Law for and on behalf of the Plaintiff herein, whose address for service is that of their Attorney-at-Law of, 1428 Trafalgar Place, Suite B1, Seven Mile Beach, PO Box 30689 SMB, Grand Cayman KY1-1203, Cayman Islands Tel : 947 6292; Fax 943 6292

**ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS**

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

CAUSE NO. <sup>79</sup> OF 2007

<b>BETWEEN:</b>	<b>ELIZABETH ROSS</b>	<b><u>PLAINTIFF</u></b>
<b>AND:</b>	<b>CONDOCO GRAND CAYMAN RESORT Ltd.</b>	<b><u>FIRST DEFENDANT</u></b>
<b>AND:</b>	<b>THE RITZ CARLTON, GRAND CAYMAN</b>	<b><u>SECOND DEFENDANT</u></b>
<b>AND:</b>	<b>THE RESIDENCES AT THE RITZ CARLTON, GRAND CAYMAN</b>	<b><u>THIRD DEFENDANT</u></b>

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.

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2. 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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3. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes  no

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4. 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

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Service of the Writ is acknowledged accordingly

Address for service:

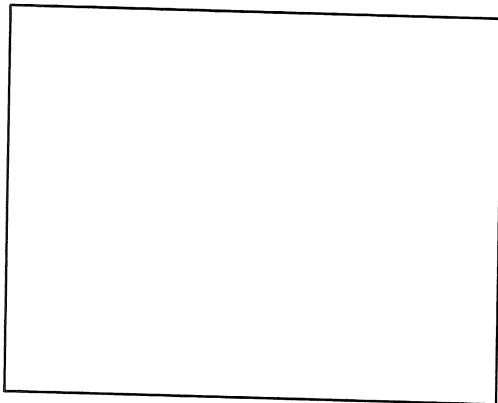
### NOTES ON ADDRESS FOR SERVICE

**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.

*Endorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if a any, in the box below.*

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



## 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 495, 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 installments or otherwise.

**See over for notes for guidance**

## 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 his 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.