

IN THE GRAND COURT OF THE CAYMAN ISLANDS

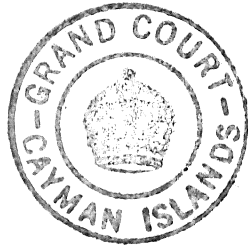
CAUSE NO: ¹⁸⁵ OF 2007

BETWEEN:

(2) HARVEY'S CONSTRUCTION LIMITED

PLAINTIFF

AND:



ROCKLYN GODET

DEFENDANT

WRIT OF SUMMONS



TO:

Mr. Rocklyn Godet
P.O. Box 30273 SMB
Jennifer Drive, Snug Harbour
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 this 2nd day of May 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

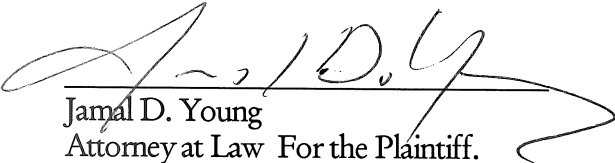
1. The Plaintiff is a Building Contractor whose principal office is at P.O. Box 806, George Town, Grand Cayman.
2. The Defendant is a resident of the Cayman Islands and his address is P.O. Box 30273 SMB, Grand Cayman, Cayman Islands. The Defendant was at all material times an Employer who was desirous to retain the Plaintiff with a view to having the Plaintiff build an apartment complex.
3. By a contract in dated 19/4/04, the Plaintiff and the Defendant entered into an Agreement whereby the Plaintiff agreed to construct an apartment complex on Block 12 C Parcel 369-372 (the Works) and the Defendant agreed to place the Plaintiff in funds in the sum of CI\$1,211,292.00 broken down as follows:
 1. 10% for mobilization and signing the agreement
 2. 20% when floor slab is finished
 3. 30% when building reached belting height
 4. 25% when roof is constructed
 5. 15% when building/project is completed
4. It was an express term and or implied term of the agreement that the Defendant would pay the Plaintiff the sums due and owing when they fell due and that any money owed by the Defendant to the Plaintiff for extra work would be paid immediately.
5. Whereas the Defendant was unable to secure financing for the project and the Plaintiff injected CI\$500,000.00 of its own labor and materials into the Works.
6. In breach of the Agreement, the Defendant as failed or otherwise refused to pay the sums due and owing and as of the date hereof the amount out standing is CI\$ 90,244.00 (inclusive of the balance owed in respect of the agreement and for the extra works).
7. By reason of the breaches of the express and or implied terms of the agreement, the Plaintiff has suffered loss and damage full particulars of which will be submitted at trial.
8. Accordingly, the Plaintiff's claim is (i) for the sum of CI\$ 90,244.00 being the sum due from the plaintiff for work done and materials supplied by the Plaintiff to the Defendant at his request and (ii) interest on the above sum with effect from the date that the monies first fell due and (iii) Damages to be assessed for loss of profits and loss of opportunity.
9. Notwithstanding that the Plaintiff has made numerous demands for payment and notwithstanding that the debt has been acknowledged by the Defendant and or his servants and or agents and or employees the Defendant has refused to pay the sums now past due in owing

AND THE PLAINTIFF claims:

1. CI\$ 90,244.00;
2. Interest pursuant to the contract and or the Judicature Law and or the Judgment Debts (Rates of Interest Rules);
3. Damages to be assessed;
4. Costs to be taxed if not agreed and
5. Such further and other relief as this Honourable Court Deems Fit.

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$ 90,244.00 plus including interest and costs further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Dated this 2nd day of May 2007



Jamal D. Young
Attorney at Law For the Plaintiff.

THIS WRIT was issued by Jamal D. Young Attorney at Law for the Plaintiff whose address for service is 21 Eclipse Drive, 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.

BETWEEN:

HARVEY'S CONSTRUCTION LIMITED

PLAINTIFF

AND:

ROCKLYN GODET

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 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.
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.

Jamal D. Young
The Law Office of Jamal D. Young
21 Eclipse Drive, George Town, 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.

