

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. G625 OF 2007

BETWEEN: HURLSTONE LTD

PLAINTIFF

AND: THE PROPRIETORS OF STRATA PLAN #154

DEFENDANT

WRIT OF SUMMONS

TO: The Proprietors of Strata Plan #154

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.

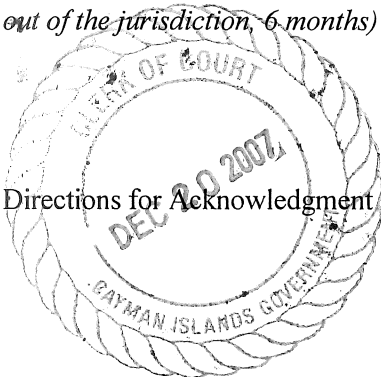
Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman B.W.I., the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

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 20th day of December, 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 licensed general contractor and is in the business of construction;
2. The Defendant is a statutory corporation which came into being on the registration of a Strata Plan in respect of 32 condominium units in South Sound, Grand Cayman, Cayman Islands known as Sunrise Phase II;
3. The Defendant's property was severely damaged by Hurricane Ivan in September 2004 as a result of which the Defendant contracted with the Plaintiff to carry out reinstatement works on the 32 units and the complex in general;
4. The Plaintiff began works on or about 22nd October 2004 having received a letter of intent from the Defendant. The Defendant sometime thereafter agreed the works in the amount of CI\$2,720,118.00;
5. The Defendant whilst the Plaintiff was conducting the works, instructed the Plaintiff to delay works valued in the amount of CI\$326,400.00 in order for the Defendant to sort out matters with the Defendant's insurers. The Defendant eventually issued proceedings against the Defendant's insurers in relation to a dispute as to the amount payable by its insurers in respect of its claim;
6. The Defendant eventually instructed the Plaintiff that it was unable to complete the works valued at CI\$326,400.00.
7. The Plaintiff has completed CI\$2,393,718.00 in works for which claims have been rendered and the Defendant has paid CI\$2,324,252.00 for the works so completed and the amount of CI\$69,466.00 has been outstanding since in or about March 2006;
8. The Plaintiff has rendered invoices since 31st May 2007 and the Defendant has failed to pay the said amount and is now indebted to the Plaintiff in the amount of CI\$69,466.00 together with interest at the rate of 10% per annum on the unpaid amount from 31st May 2007 to 31st November 2007 and thereafter, at the rate of 10% until final payment;

9. As a result of the Defendant's continual requests for delays during the reinstatement period and then subsequent omission of these works, the Plaintiff suffered loss in the amount of CI\$65,280.00;
10. The Defendant is now indebted to the Plaintiff in the sum of CI\$134,746.00.

AND THE PLAINTIFF claims:

1. The sum of CI\$69,466.00 being the balance outstanding on the works completed;
2. The sum of CI\$65,280.00 being the loss suffered by the Plaintiff as a result of the Defendant's instruction to omit various works during the reinstatement period, being 10% loss of profit and 10% overheads on the value of the works removed from agreed contract sums.
3. Interest
 - (i) on the amount of CI\$69,466.00 at the rate of 10% per annum from 31st May 2007 to 31st November 2007 and thereafter until final payment.

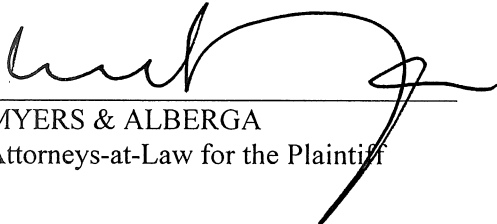
Or alternatively, interest

- (ii) interest on such sum as may be awarded to the Plaintiff from 31st May 2007 until payment of the judgment sum or at such other rate and for such other period as the court may find just pursuant to the Judicature Law (1995 Revision) and the Judgment Debts (Rate of Interest) Rules 2001 or pursuant to the inherent jurisdiction of the Court.
4. Such further and other relief as this Honourable Court deems just in the circumstances.
5. Costs.

If within the time for returning the Acknowledgement of Service the Defendant pays the total amount

claimed of CI\$134,746.00 (including costs in the sum of CI\$3,500.00 or costs to be assessed or taxed) further proceedings will be stayed. The money must be paid to the Plaintiff and/or his Attorneys-at-Law.

Dated this 20th day of December 2007



MYERS & ALBERGA
Attorneys-at-Law for the Plaintiff

TO: The Clerk of Court

AND TO: The Defendant

This WRIT and STATEMENT OF CLAIM was issued and filed by Myers & Alberga, Attorneys-at-Law for and on behalf of the Plaintiff whose address for services is Harbour Place, P.O. Box 472, George Town, Grand Cayman, KY1-1106, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 9625 OF 2007

BETWEEN: HURLSTONE LTD Plaintiff

AND: THE PROPRIETORS OF STRATA PLAN #154 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

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Notes on address for service

Please complete overleaf

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.

Myers & Alberga
Attorneys-at-Law
P.O. Box 472
Harbour Place, Second Floor, N Wing
103 S Church Street
Grand Cayman – KY1-1106

Ref: MLA/cy/H0189-009

Indorsement 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 495GT, 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

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.