

IN THE GRAND COURT OF THE CAYMAN ISLANDS

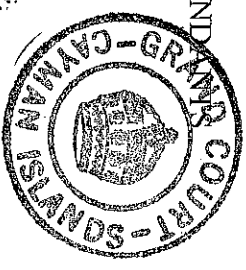
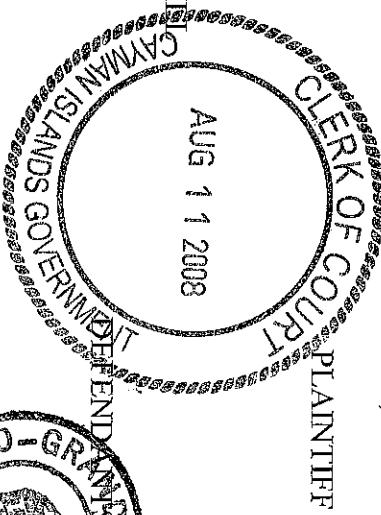
CAUSE NO: 0372
OF 2008

BETWEEN:

THE PROPRIETORS OF STRATA PLAN NO. 147
(A CORPORATION FORMED UNDER THE LAWS OF THE CAYMAN ISLANDS)

AND:

THOMAS A. MARSLAND and DOROTHY C. CAHILL



WRIT OF SUMMONS

TO: Thomas A. Marsland, 6339 Fleming Drive, Green Core Springs, Florida, USA 32043
AND TO: Dorothy C. Cahill, 6339 Fleming Drive, Green Core Springs, Florida, USA 32043

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 495GT, 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 8th day of August 2008

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 corporation incorporated under the Strata Titles Registration Law and the proprietor of Strata Plan 147 (the “Strata”), relating to the property registered at the Cayman Islands Land Register as West Bay Beach South Registration section, Block and Parcel Number 12D 40H (the “Strata Plan”), and known as Britannia Phase II .
2. Since about November 1997 the Defendants have been and are the joint owners of a lot within the Strata Plan registered at the Cayman Islands Land Register as 12D 40H36 and known as apartment number 726 (the “Defendants’ Unit”). The Defendants ordinarily reside, as far as the Plaintiff is aware, in the state of Florida, U.S.A.
3. As proprietors of a lot within the Strata, the Defendants are bound by the Plaintiff’s by-laws and any amendments thereof (the “By-laws”), which are registered as a restrictive agreement to the title to the Defendants’ Unit and the terms, rights and obligations pursuant to which run with the Defendants’ land.
4. One of the obligations of Defendants under the By-laws is to pay all Strata contributions as may be assessed by the Strata (the “Strata Fees”), as well as any additional maintenance, water or other costs as may be incurred specifically in respect of the Defendants’ Unit (the “Maintenance Costs”).
5. The Strata Fees are charged to the Defendants, as with all proprietors, quarterly and in advance. The Maintenance Costs are charged to the Defendants as such are incurred.
6. The statements for the Strata Fees and the statements for the Maintenance Costs are provided to the Defendants by e-mail.
7. The Defendants, having been joint proprietors of their Unit since late 1997, know or ought to have known that they are obligated to pay the Strata Fees and the Maintenance Costs for the Defendants’ Unit. The Defendants did pay the Strata Fees and the Maintenance Costs until the end of the 2005 calendar year
8. Another of the obligations of the Defendants under the By-laws is to pay interest on any payment that is outstanding at the rate of two percent per annum above the London Inter-Bank Offered Rate for U.S. dollars (the “Finance Charge”).
9. Another of the obligations of the Defendants under the By-laws is to pay all costs of collection including, *inter alia*, legal fees and expenses, incurred by the Corporation in enforcing the Defendants’ obligations under the By-laws.

10. Since 1 January 2006 the Defendants' quarterly Strata Fees were in the sum of US\$7,129.00. Since 1 July 2006 the Defendants' quarterly Strata Fees increased to the sum of US\$7,841.90 and are currently still charged at this amount.
11. Since 1 January 2006 the Defendants made only one payment during the 2006 calendar year in August 2006 in the sum of US\$10,290.94. The Defendants did not make any payments in respect of Strata Fees or Maintenance Costs during the entire 2007 calendar year at all.
12. On 17 November 2007 the Plaintiff, by its attorneys, sent a letter by registered mail to the Defendants' address as it appeared on the title to the Defendants' Unit which, *inter alia*, demanded payment of the unpaid Strata Fees and Maintenance Costs (the "First Demand Letter").
13. On 23 January 2008 the First Demand Letter was returned marked "unclaimed".
14. After a reminder notice was provided to one of the Defendants in person in January 2008, the Defendants made payments in January and February 2008 in the cumulative sum of US\$10,000.00. This was the last monies received by the Strata from the Defendants as at the date this Writ is issued.
15. On 28 April 2008 the Plaintiff, by its attorneys, issued another letter to the Defendants which, *inter alia*, demanded payment of the outstanding principal sum of US\$54,751.71 as at 1 April 2008, together with interest and costs of collection (the "Second Demand Letter"). The Second Demand Letter was sent by registered mail to the Defendants' address on the title to their Unit, by posting a copy on the door to the Defendants' Unit, and by e-mail. The Second Demand Letter was received by the Defendants.
16. As at 23 July, 2008 the Defendants are indebted to the Plaintiff in the sum of US\$64,428.53 in respect of their Strata Fees, Maintenance Costs, and Finance Charges.
17. Per the Defendants' obligation to pay all costs incurred by the Plaintiff in enforcing the Defendants' obligations under the By-laws, including legal costs on a full indemnification scale, the Defendants are indebted to the Plaintiff for the additional sum of US\$8,047.00 for legal fees and costs incurred to 29 July 2008 such costs not including the preparation, filing and service of this Writ and Statement of Claim which, for the avoidance of doubt, are claimed generally and herein.
18. Additionally and also per the Defendants' obligation to pay all costs incurred by the Plaintiff in enforcing the Defendants obligations under the By-laws, the Plaintiff has incurred administrative costs in the sum of US\$1,067.58 as at 4 August 2008.

AND THE PLAINTIFF CLAIMS:

1. Judgment for the sum of US\$64,428.53 as at 23 July 2008, or in such sum as the Court may award;
2. Judgment for the sum of US\$7,841.90 for on-going and future quarterly Strata Fees or in such sum as may be charged to the Defendants by the Plaintiff from 1 October 2008 until all Strata Fees are current;
3. Interest on all sums adjudged due and payable by the Defendants to the Plaintiff at the rate of two percent per annum above the London Inter-Bank Offered Rate for U.S. dollars or alternatively, at such rate pursuant to the Judicature Law as the Court may award;
4. Judgment, alternatively damages, for legal costs of collection in the sum of US\$8,047.00 as at 29 July 2008;
5. Judgment, or alternatively damages, for administrative costs of collection in the sum of US\$1,067.58 as at 4 August 2008 or in such sum as the Court may award;
6. Damages for administrative costs of collection at such rate as the Court may award until the Defendants' account with the Plaintiff is brought current.
7. Costs of this action on a full indemnity scale or alternatively on such scale as the Court may award;
8. Post-judgment interest at the rate of two percent per annum above the London Inter-Bank Offered Rate for U.S. dollars or alternatively pursuant to section 35 of the Judicature Law on all awarded sums at the rate of 7.25% per annum, compounded monthly, until full satisfaction has been made;
9. An order appointing the Plaintiff as receiver over the rents and profits of the Defendants' Unit;
10. An order charging the Defendants' Unit in favour of the Plaintiff;
11. Such other and further interim or final orders as the Plaintiff may request and the Court may deem appropriate.

DIAMOND LAW

DIAMOND LAW ASSOCIATES

THIS WRIT OF SUMMONS was issued by DIAMOND LAW ASSOCIATES, Attorneys for the Plaintiff, whose address for service is 4th Floor, Cardinal Plaza, Cardinal Avenue, PO Box 2887, George Town, Cayman Islands, KY1-1112 (Ref: MEU/1318.

Acknowledgement 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.

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 any, in the box below.

DIAMOND LAW ASSOCIATES
4th Floor, Cardinal Plaza,
Cardinal Avenue,
PO Box 2887 GT,
George Town,
Cayman Islands (Ref: MEU/1318)

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