

IN THE GRAND COURT OF THE CAYMAN ISLANDS

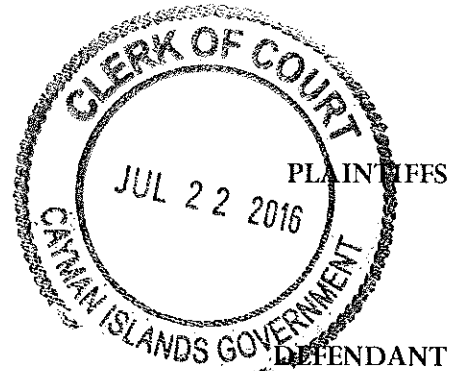
CAUSE NO: 136 OF 2016

BETWEEN:

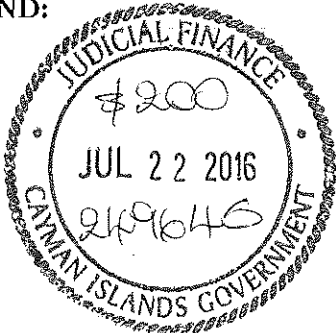


ERIC BRADLEY

JACQUELINE CHUANG



AND:



LINDA FRYE-CHAIKIN

WRIT OF SUMMONS

TO: Linda Frye-Chaikin, 709 Linda Vista, Ann Arbor, Michigan 48103, USA

THIS WRIT OF SUMMONS has been issued against you by the above-named plaintiffs in respect of the claim set out on the next page.

Within 28 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 plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 22nd day of July, 2016.

NOTE - This Writ may not be served later than 6 calendar 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 plaintiffs are investors residing at 2190 East Joy Road, Ann Arbor, Michigan, United States of America.
2. The Defendant is an investor residing at 709 Linda Vista, Ann Arbor, Michigan, United States of America.
3. The Defendant is and has been at all times material hereto the registered proprietor of a long-term lease from the Crown of a strata lot described as West Bay Beach North Registration Section Block 11D Parcel 1/11H65 and known as Villas of the Galleon, Block I, Apt. #65 (the "Strata Lot") in the Cayman Islands.
4. On May 27, 2014 the parties entered into an agreement in writing entitled "Real Estate Sales Contract" (the "Agreement") wherein they agreed that:
 - a. the Defendant would sell to the plaintiffs her interest in the Strata Lot for the sum of US\$625,000.00;
 - b. the sale and purchase would be completed on December 15, 2014;
 - c. the plaintiffs would pay to the Defendant the sum of US\$10,330.00 as a deposit upon execution of the Agreement;
 - d. the plaintiffs would pay to the Defendant the sum of US\$19,670.00 as a further deposit before or at the time of closing;
 - e. the plaintiffs would pay to the Defendant the balance of US\$595,000.00 in monthly payments of US\$2,400.00;
 - f. the outstanding indebtedness of the plaintiffs would be secured by a promissory note in the amount of US\$595,000.00;

- g. the Agreement would be construed in accordance with the law of the State of Michigan, United States of America; and
 - h. a further agreement of purchase and sale in a form commonly used in the Cayman Islands would be drafted and executed.
- 5. After execution of the Agreement the parties agreed to amend the date for completion of the sale and purchase to November 30, 2015 (the "Closing Date").
- 6. Upon execution of the Agreement on May 27, 2014 the plaintiffs paid to the Defendant the sum of US\$10,330.00 as a deposit on the Strata Lot.
- 7. The plaintiffs paid to the Defendant as further deposits on the Strata Lot the sum of US\$6,727.38 on May 29, 2014 and the sum of US\$5,943.00 on August 5, 2015.
- 8. Commencing in September 2015, and for reasons unknown to the plaintiffs, the Defendant so conducted herself as to cause the plaintiffs to conclude that she did not intend to perform her obligations under the Agreement, particulars of which are:
 - a. the Defendant refused to permit the manager of the Strata Corporation (the "Strata Manager") of which the Strata Lot is a part to issue a certificate under section 6(4) of the *Strata Titles Registration Law (2013 Revision)* and to provide information about the Strata Corporation to the plaintiffs;
 - b. the Defendant told the Strata Manager that the monies paid to her by the plaintiffs were a loan and not by way of deposit; and
 - c. the Defendant told the Strata Manager that she had not agreed to sell the Strata Lot.
- 9. On or about November 14, 2015 the plaintiffs delivered to the Defendant:
 - a. a draft promissory note in the amount of US\$595,000.00 as security for the outstanding indebtedness;

- b. a draft charge in the amount of US\$595,000.00 as additional security for the outstanding indebtedness; and
 - c. a draft agreement of purchase and sale in a form commonly used in the Cayman Islands (collectively, the "Documents").
10. The Defendant's attorney, Matthew McManus, expressed no objection to the Documents but the Defendant failed or refused to sign them.
11. On the Closing Date the plaintiffs attempted to meet with the Defendant but the Defendant declined to attend.
12. The plaintiffs were ready, willing and able to satisfy their obligations under the Agreement on the Closing Date but the Defendant, in breach of the Agreement, failed or refused to complete the purchase and sale.
13. The plaintiffs have incurred legal fees in the amount of US\$11,431.70 in connection with the Agreement.
14. The plaintiffs claim interest pursuant to section 34 of the *Judicature Law* to the date of judgment as follows:

| Amount | FROM | TO | DAYS | CI\$/US\$ RATE | INTEREST | DAILY RATE |
|------------------------------|----------------|---------------|------|-------------------|-----------------|---------------|
| \$10,330.00 | May 27, 2014 | July 14, 2016 | 779 | 2.375% | \$523.94 | 0.007% |
| \$6,727.38 | May 29, 2014 | July 14, 2016 | 777 | 2.375% | \$340.34 | 0.007% |
| \$5,943.00 | August 5, 2015 | July 14, 2016 | 344 | 2.375% | \$133.21 | 0.007% |
| TOTAL to date of Writ | | | | | \$997.49 | |

AND THE PLAINTIFF claims:

- 1. an order for specific performance of the Agreement;

2. alternatively, damages in the amount of US\$34,432.08, being the sum of the various deposits paid to the Defendant and the legal fees incurred by the plaintiffs;
3. alternatively, the sum of US\$23,000.38, being money had and received;
4. interest, as set out above; and
5. costs of this action.


Dinner Martin Attorneys

THIS WRIT was issued by Dinner Martin Attorneys whose address for service is 3rd Floor, One Capital Place, Shedden Road, Grand Cayman KY1-1002, Cayman Islands.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: ____ OF 20__

BETWEEN:

ERIC BRADLEY
JACQUELINE CHUANG

PLAINTIFFS

AND:

LINDA FRYE-CHAIKIN

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 Defendant

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.

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