

IN THE GRAND COURT OF THE CAYMAN ISLANDS

BETWEEN:

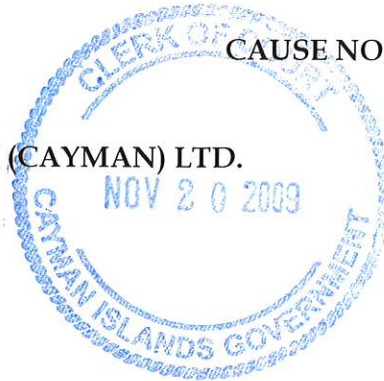
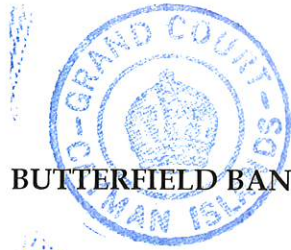
BUTTERFIELD BANK (CAYMAN) LTD.

PLAINTIFF

AND:

JUDSON MCCOY

DEFENDANT



CAUSE NO. 585

OF 2009

WRIT OF SUMMONS

To: Judson McCoy
C/o Driftwood Village
Northside
Grand Cayman

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 day of November 2009

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

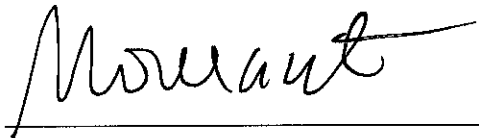
1. The Plaintiff is a Class "A" Bank licensed to carry on commercial banking business within the Cayman Islands.
2. The Defendant was at all material times a customer of the Plaintiff.
3. On or about 5 August 2005, the Plaintiff granted the Defendant a loan in the sum of CI\$17,000.00. Pursuant to a Promissory Note and a Loan Agreement dated 5 August 2005 the Defendant agreed to repay the loan in the sum of CI\$450.00 per month commencing 5 September 2005 and continuing on the 5th of each month thereafter until the loan is repaid in full. The contractual rate of interest applied to this loan is at the rate of 5 percentage points above the Bank's prime lending rate.
4. At the time the loan was granted it was also agreed that the outstanding balance on the Defendant's credit card in the sum of CI\$5,932.15 would be transferred to the loan account.
5. In or about February 2006 the Defendant's account became delinquent. Since this date the account has remained in arrears despite demands issued by the Plaintiff.
6. The last payment received by the Defendant was on 7 March 2008 in the sum of CI\$8,000.00. Since this date, the Defendant has not made any attempt to make any payment towards the debt. As at 18 November 2009 the Defendant was indebted to the Plaintiff in the amount of CI\$16,415.12 plus interest at the rate of 8.25% totalling CI\$7,561.07. The total amount due to the Plaintiff is CI\$23,976.19

AND THE PLAINTIFF CLAIMS:

- (a) The sum of CI\$23,976.19;
- (b) Interest on CI\$16,415.12 from 19 November 2009 at the rate of 8.25% being the current rate applied under the Promissory Note of August 2005 until payment or judgment;
- (c) Costs;
- (d) Further or other relief as the Court deems fit;

If within the time for returning the Acknowledgement of Service the Defendant pays to the Plaintiff's Attorneys-at-Law the total amount claimed of CI\$23,976.19 plus interest and costs all further proceedings will be stayed.

Dated this 19 day of November 2009

A handwritten signature in cursive script, appearing to read "Mourant", is written above a horizontal line.

Mourant du Feu Jeune
Attorneys-at-Law for the Plaintiff

THIS WRIT OF SUMMONS was issued by Mourant du Feu & Jeune, Attorneys-at-Law for the Plaintiff whose address for service is P.O. Box 1348, Second Floor, Harbour Centre, George Town, Grand Cayman, KY1-1108 (Ref: 2035851/MAJED/MdFJ/2210385/1

IN THE GRANT COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2009

BETWEEN: BUTTERFIELD BANK (CAYMAN) LTD. PLAINTIFF

AND: JUDSON MCCOY DEFENDANT

ACKNOWLEDGMENT OF SERVICE

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 Defendant's name and address -

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

Defendant's Signature

Dated this day of 2009

See 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.

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 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.