

BETWEEN:

DENIS ROWE



PLAINTIFF

AND:

INTERNATIONAL PUBLICANS (CAYMAN) LTD

DEFENDANT

WRIT OF SUMMONS

TO: International Publicans (Cayman) Limited
c/o Abacus Management Limited
PO Box 2499 GT
Elizabethan Square
80 Shedden Road
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 Courts Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment of Service within the time stated, or if you return the Acknowledgement of Service 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 28th Day of May 2010

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 Acknowledgement of Service are given with the accompanying form.

PARTICULARS OF CLAIM

1. The Plaintiff was at all material times a shareholder in the Defendant.
2. The Defendant is a company duly incorporated and domiciled in the Cayman Islands.
3. The Defendant operates the Triple Crown Public House ("**Triple Crown**") located at the Marquee, Lawrence Boulevard, West Bay Road, Grand Cayman, Cayman Islands.
4. The Plaintiff agreed to loan the sum of Sixty Five Thousand Six Hundred Cayman Island Dollars (CI\$65,600) ("**the Principal**") to the Defendant for the purposes of assisting in, *inter alia*, the day to day operations and management of Triple Crown.
5. The Plaintiff did in fact loan the Principal to the Defendant, which was given to the Defendant by way of installments.

6. In recognition of its indebtedness to the Plaintiff, the Defendant, by way of written ordinary resolution ("**the Resolution**"), resolved to execute a promissory note in the Plaintiff's favour for the Principal; a true copy of which is attached to these Particulars of Claim.
7. The Defendant signed the said promissory note dated 17 March 2008 ("**the Promissory Note**") in favour of the Plaintiff for the Principal, a true copy of which is attached to these Particulars of Claim.
8. Pursuant to the terms of the Promissory Note, the Defendant was liable to repay the Principal in full on demand by the Plaintiff.
9. On 30 March 2010 the Plaintiff, through his attorney's Stuarts Walker Hersant, made a written demand of the Defendant for repayment of the Principal in full ("**the Demand**"); a true copy of which is attached to these Particulars of Claim.
10. Having received no response from the Defendant, the Plaintiff wrote by way of e-mail to the Defendant on two (2) subsequent occasions, 15 April 2010 and 22 April 2010, requesting a response to the Demand.
11. To date, the Plaintiff has received no response from the Defendant.
12. Furthermore, the Defendant has failed to repay the Principal or any part of it, notwithstanding the Demand and the E-mails sent by the Plaintiff.

AND THE PLAINTIFF claims:

1. C\$65,600.00 as the debt currently due and owing.
2. Pre-judgment and post-judgment interest pursuant to Section 34(1) of the Judicature Law and at a daily rate of interest established by the Judgment Debts (Rates of Interest) Rules 2008 as prescribed or alternatively at the discretion of this Honourable Court.
3. Costs
4. Such further and other relief as this Honourable Court may deem just and equitable.

STATEMENT OF INTEREST

1. The rate of interest claimed is 5.00% per annum.
2. The pre-judgment interest from 30 March 2010 to date is CI \$521.42 and accruing at a daily rate of CI\$8.99

Dated 28th May 2010



STUARTS WALKER HERSANT
Attorneys-at-Law for the Plaintiff

TO: The Clerk of the Court

AND TO: The Defendant, c/o Abacus Management, PO Box 2499 GT, Grand Cayman,
Cayman Islands

Date: 17 March 2008

Amount of Note: CIS 65,600.00

Made at: Grand Cayman,
Cayman Islands, B.W.I.

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned ("the Borrower") promises to pay to the order of DENNIS ROWE of No. 1 Foster Bay Villas, PO Box 31882 Grand Cayman KY1-1208 Cayman Islands or to such other person or entity that holds this Promissory Note ("the Holder"), at the office of J. Barry Smith, PO Box 856, Elizabethan Square, Grand Cayman, KY1-1103, Cayman Islands or at such other place as Holder shall designate in writing from time to time, the principal sum of Sixty Five Thousand Six Hundred Cayman Islands Dollars (CIS\$65,600.00) ("the Principal Sum") with no interest except as hereinafter specified.

Terms of Repayment

The Principal due under this Promissory Note shall be repayable on demand by Holder and pending such demand Borrower shall be permitted to pay twenty (20) equal monthly installments of Three Thousand Two Hundred and Eighty Cayman Islands Dollars (CIS\$3280.00) on the ___ day of each month commencing on the 17 day of April 2008 until, and including the 17 day of March 2010.

Payment Privilege

Borrower may prepay the principal indebtedness evidenced hereby in whole or in part without premium or penalty; provided that, while whole prepayments may be made at any time, in the event Borrower wishes to make only a partial payment, any such partial payment shall be made on the same date that monthly installments are due and shall be accompanied by Borrower's monthly installment. No partial prepayment shall postpone the due date of any installment of principal due hereunder.

Default

If Borrower fails to pay when due any amount payable under this Promissory Note within seven (7) days after same shall be due, then Borrower shall be in default under this Promissory Note. In the event Borrower shall be in default under this Promissory Note, at the option of Holder and without demand or notice of any kind, the entire unpaid principal balance of this Promissory Note, together with Late Fees hereinafter referred to,

shall immediately become due and payable. Borrower shall pay all costs of collection, interpretation of the terms hereof and enforcement of this Promissory Note, including without limitation, reasonable attorney's and legal assistant's fees and costs, court fees and costs of any court filings. All such fees and expenses shall be become part of the indebtedness evidenced by this Promissory Note.

Time

Time is of the essence in the performance of each and every obligation set forth by this Promissory Note.

Forbearance

No delay, omission or forbearance by Holder in exercising any of Holder's rights or remedies herein shall operate as a waiver of such rights or remedies.

Governing Law and Severability

This Promissory Note shall be governed by, construed under and interpreted and enforced in accordance with the laws of the Cayman Islands and the Grand Court of the Cayman Islands shall be the exclusive court of jurisdiction and venue for any litigation or other proceeding that may be based upon, arise out of, under or in conjunction with this Promissory Note, unless otherwise required by law.

Definition of Borrower and Holder

The term "Borrower" as used herein (if not a corporate entity) shall include all makers of this Promissory Note, who shall be jointly and severally liable, and their heirs, legal representatives, successors and assigns. The term "Borrower" shall also include all endorsers, guarantors, sureties and other persons or entities primarily or secondarily liable on this Promissory Note. All indebtedness and liabilities of Borrower under this Promissory Note shall be binding upon and enforceable against the heirs, legal representatives, successors and assigns of Borrower. The term "Holder" as used herein shall include the transferees, legal representatives, successors in title and assigns of Holder and all rights of Holder under this Promissory Note shall inure to the benefit of the transferees, legal representatives, successors in title and assigns of Holder.

Assignability

This Promissory Note is freely assignable at the instance and sole discretion of the Holder.

Notices

- a) any notice to Borrower provided for in this Promissory Note shall be given by mailing such notice by registered mail addressed to Borrower's address set forth hereunder, or at such address as Borrower may designate by notice to Holder as provided for herein, and
- b) any notice to Holder provided for in this Promissory Note shall be given by registered mail to Holder's address set forth above or to such other address as Holder may designate by notice to Borrower as provided herein.

Any notice provided for in this Promissory Note shall be deemed to have been given to Borrower or Holder upon the actual delivery or upon the expiration of seven (7) days after the date such notice is sent by registered mail as provided herein.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note and has delivered this Promissory Note to Holder, all effective as of the day and year first above written.

Signature:

Director

Print Name: INTERNATIONAL PUBLICANS (CAYMAN) LIMITED

Address: PO.Box 1994
GRAND CAYMAN KY1-1104
Cayman Islands

Witness

30 March 2010

BY REGISTERED MAIL & BY E-MAIL

International Publicans (Cayman) Limited
c/o J Barry Smith
Attorney-at-Law
PO Box 856
Elizabethan Square
George Town
Grand Cayman, KY1-1103
Cayman Islands

Attn: The Directors

Dear Sirs

Re:- Promissory Note dated 17 March 2008 (the "Promissory Note")

We act on behalf of Mr. Dennis Rowe ("our Client").

On behalf of our Client, we hereby make formal demand pursuant to the Promissory Note (copy enclosed) for payment of CI\$65,600 by International Publicans (Cayman) Limited to our Client.

Please ensure that the full amount due of CI\$65,600 is paid to our Client within 7 days of the date of this demand.

If you have any questions regarding the above, please contact Richard Annette of this office (telephone: 814 7920).

Yours faithfully



**Stuarts Walker Hersant
Richard Annette**

Enc.

BETWEEN:

DENNIS ROWE

PLAINTIFF

AND:

INTERNATIONAL PUBLICANS (CAYMAN) LTD

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 of Summons is acknowledged accordingly

(Signed) _____
Attorney for

NOTE 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/she must give his post office box number and the physical address of his/her residence or, if he/she does not reside in the Cayman Islands, he/she must give an address in Grand Cayman where communications for him/her 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/her name, address and reference, if any, in the box below.

Richard Annette/Christopher Levers
STUARTS WALKER HERSANT
Attorneys-at-Law
4th Floor, Cayman Financial Centre
36A Dr. Roy's Drive
P.O. Box 2510 GT
George Town
Grand Cayman, KY1-1104
Cayman Islands

Tel: 345 949 3344
Fax: 345 949 2888
Ref: **RWTA/CL/4427**

Endorsement by Defendant's Attorney (or by Defendant if responding in person) of his/her name, address and reference, if any, in the box below.

DIRECTIONS FOR ACKNOWLEDGEMENT 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, PO Box 495, 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 installments or otherwise.

See over for Notes of Guidance

Notes for Guidance:

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement 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/her.
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 authorized to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on his 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.