

**IN THE GRAND COURT OF THE CAYMAN ISLANDS**

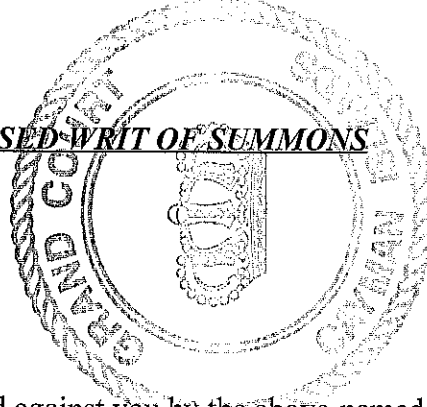
Cause No. <sup>79</sup> of 1997

**BETWEEN            JOE HEAVENER            PLAINTIFF**  
**AND                 PAUL RAMOON                 DEFENDANT**

**SPECIALLY ENDORSED WRIT OF SUMMONS**

TO: PAUL RAMOON  
Alamo Drive, Crewe Road  
George Town  
Grand Cayman

FEB - 3, 1997



***THIS WRIT OF SUMMONS*** has been issued against you by the above-named Plaintiff in respect of the claim endorsed hereon,

Within fourteen (14) days after the service of this Writ, including the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495 G.T., 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 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 *3rd* day of *Feb.* 1997.

***NOTE*** - This Writ may not be served later than four (4) calendar months (or of leave is required to effect service out of the jurisdiction, six (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 was at all material times a resident of the Cayman Islands who at all material times contracted in good faith the Defendant.
2. The Defendant is a resident of the Cayman Islands and was so resident at all material times.
3. By a contract made between the Plaintiff and the Defendant the Defendant agreed to purchase the Plaintiff's shares in an incorporated company named Plynimmon Limited for the sum Ninety-two Thousand Five Hundred Cayman Islands Dollars (CI\$92,500.00).
4. Pursuant to the said agreement the Plaintiff duly transferred his shares in the said Company to the Defendant.
5. In breach of the said contract the Defendant has failed to pay to the Plaintiff the full consideration due from him to the Plaintiff for the said transfer of shares.
6. As a consequence of the said breach the Plaintiff has on numerous occasions requested of the Defendant that he pay the remaining balance on the said share purchase price but the Defendant has steadfastly refused to do the same.
7. The Plaintiff has thereby suffered loss and damage.

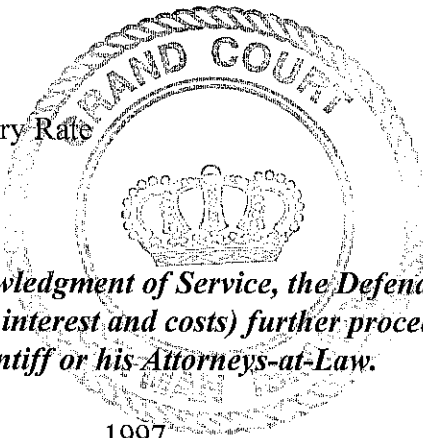
**Particulars of Loss**

- |     |   |              |
|-----|---|--------------|
| (a) | Outstanding Balance on Share Purchase Agreement | CI\$2,500.00 |
| (b) | Interest thereon at the Statutory Rate          |              |

FEB. - 3. 1997

**AND THE PLAINTIFF CLAIMS**

1. The sum of CI\$2,500.00
2. Interest thereon at the Statutory Rate
3. Costs
4. Attorneys fees



***If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of CI\$2,869.63 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorneys-at-Law.***

Dated this *3<sup>rd</sup>* day of *FEB* 1997

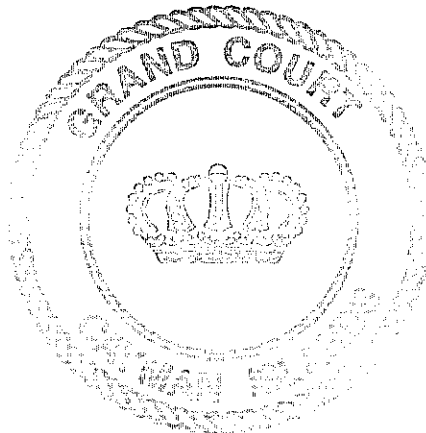
*L.A. Samson & Co.*

-----  
L.A. Samson & Co.

***STATEMENT AS TO INTEREST***

- (i) The Prescribed rate is 8 3/8%
- (ii) The date from which the interest is calculated is the 28th day of October 1996.

FEB.-3.1997



THIS SPECIALLY ENDORSED WRIT is issued by L.A. Samson & Co., Attorneys-at-Law, for and on behalf of the Plaintiff, whose address for service is that of her said Attorneys-at-Law, Suite D1 Cayman Business Park, Thomas Russell Way, George Town, Grand Cayman.



*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 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.*

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