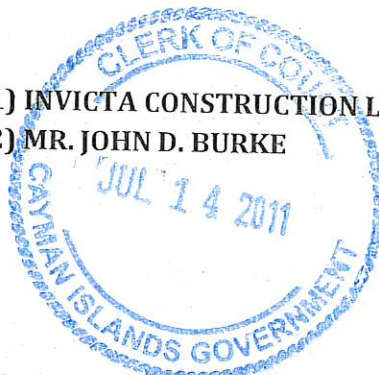


BETWEEN:

(1) INVICTA CONSTRUCTION LIMITED
(2) MR. JOHN D. BURKE



AND:

(1) PAMELA LAWRENCE HUE
(2) DAHLIA JONES

DEFENDANTS

WRIT OF SUMMONS

TO: Pamela Lawrence Hue and Dahlia Jones

THIS WRIT OF SUMMONS has been issued against you by the above named Plaintiffs, of George Town, Grand Cayman in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any 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 14th day of July 2011.

NOTE this Writ may not be served later than 4 calendar months beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2011

BETWEEN:

**(1) INVICTA CONSTRUCTION LIMITED
(2) MR. JOHN D. BURKE**

PLAINTIFFS

AND:

**(1) PAMELA LAWRENCE HUE
(2) DAHLIA JONES**

DEFENDANTS

STATEMENT OF CLAIM

1. The First Named Plaintiff, Invicta Construction Limited, is a duly incorporated Cayman company with a registered office located at 71 Shorescape Ln, West Bay, Grand Cayman.
2. The Second Named Plaintiff, John D. Burke, is a businessman and a Caymanian national and resides in West Bay, Grand Cayman. The Second Named Plaintiff is a director and officer of the First Named Plaintiff.
3. The First Defendant resides at 75 Moxam Road, George Town, P.O Box 11454 A.P.O, KY1-1109, Grand Cayman. The Second Defendant is the daughter of the First Defendant and

insofar as the Plaintiff is aware the Second Defendant resides at the same address as the First Defendant.

4. The Defendants jointly and severally made a Promissory Note for CI\$ 40,000.00 (the "Principal Sum") together with interest at the fixed rate of 5% per annum dated 6th August 2008. A copy of the Promissory Note is annexed.
5. The Promissory Note was payable to the Plaintiffs by installments of CI\$ 2,000.00 on 1 October 2008 and on the first day of each succeeding month subject to the following conditions:
 - (a) The entirety of the Principal Sum, together with all interest accrued thereon was due and payable in full by 1st August 2010; and
 - (b) That if default should be made in the payment of any of the installments the whole of the principal sum of CI\$ 40,000.00 remaining and unpaid interest at the time of default should become immediately payable;
6. The Defendants made payments of CI\$ 4,000.00 on 1 October 2008, CI\$ 10,000.00 on 1 February 2009 and CI\$ 1,500.00 on 1 March 2010, respectively. The Defendants failed to pay any installment due or any part thereof on the due date or next working day thereafter or at all since 1 March 2010 despite requests being made by the Plaintiffs.
7. The Defendants failed to repay the entire remaining Principal Sum, together with all interest accrued thereon in full by 1st August 2010.

8. Despite repeated requests by the Plaintiffs, including written demand made by letter dated 23 June 2011 and there having been broken promises of payment by the Defendants, the Defendants have failed to pay the sum due and owing to the Plaintiffs under the Promissory Note and the Principal Sum of CI\$24,500.00 together with unpaid interest of CI\$4,101.13 remains due and owing to the Plaintiffs.
9. The Plaintiffs plead that the Defendants are in breach of the terms of the Promissory Note and seek judgment in the sum of the debt of CI\$28,601.13 owing by the Defendant under the Promissory Note.
10. The Plaintiffs claim against each Defendant the sum of CI\$ 24,500.00 together with interest thereon in the sum of CI\$4,101.13 at 5% per annum continuing at a daily rate and now due and owing under the said terms of the Promissory Note.
11. In the alternative, the Plaintiffs therefore claim against each Defendant the sum of CI\$ 24,500.00 together with interest as special damage pursuant to Section 57 (1) of the Bills of Exchange Law (1997 Revision) at the rate of 5% per annum on from 6 August 2008 to date of trial.

THE PLAINTIFF THEREFORE CLAIMS AGAINST THE DEFENDANTS AND EACH OF THEM:

- (a) Judgment in the sum of CI\$24,500.00;
- (b) Contractual interest in the sum of CI\$4,101.13 at 5% per annum continuing at a daily rate from 6 August 2008 to date of trial pursuant to the terms of the Promissory Note as described in paragraph 1.0, or at such other rate as this Honourable Court directs;

(c) In the alternative, interest as special damage under Section 57(1) of the Bills of Exchange Law (1997 Revision).

(d) Costs; and

(e) Such further and other relief as to this Honourable may seem just.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of CI\$ 28,601.13 further proceedings will be stayed. The money must be paid to the Plaintiffs or their Attorney.

DATED at Grand Cayman this 14th day of July 2011

Nelson & Co.

Nelson & Co.

Attorneys for the Plaintiffs

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM is issued by Nelson & Co., Attorneys-at-Law, attorney for the Plaintiffs, whose address for service is that of his said attorneys at 31 The Strand, P.O. Box 2075, Grand Cayman KY1-1105 Cayman Islands.

TO: The Clerk of the Grand Court

AND TO: Pamela Lawrence Hue and Dahlia Jones

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: OF 2011

BETWEEN:

(1) INVICTA CONSTRUCTION LIMITED
(2) MR. JOHN D. BURKE

PLAINTIFFS

AND:

(1) PAMELA LAWRENCE HUE
(2) DAHLIA JONES

DEFENDANTS

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 intend 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 the Defendant

Address for service:

Please complete overleaf

6th August 2008

CIS40,000 UNSECURED PROMISSORY NOTE

FOR VALUE RECEIVED, we the undersigned, PAMELLA LAWRENCE HUE AND DAHLIA JONES, P.O.Box 11454 A.P.O., [75 Moxam Road] George Town, Grand Cayman ("Borrower") hereby promises to pay INVICTA CONSTRUCTION LIMITED and/or JOHN D. BURKE ("the Lender") or order, at such office as Lender may from time to time designate, the principal sum of \$40,000 CAYMAN ISLANDS Dollars (the "Principal Amount"), plus interest in the manner and upon the terms and conditions set forth below, specifically intended to be used to complete electrical works and to furnish 1 unit located in Apartment Complex (Strata) situated on Templeton Street in George Town (Block 14D Parcel # 357).
[Tel: 92731727 9493448 Email: dahliaartdesign@yahoo.com]

1.0 Interest Rate and Accrual Basis

The Principal Amount of this Unsecured Promissory Note (this "Note") shall bear interest at the fixed rate of five percent (5.0%) per annum, calculated on the basis of a year of three hundred sixty-five (365) days and actual days elapsed.

2.0 Schedule of payments

Payments shall be the sum of CIS2000.⁰⁰ per month, paid by check drawn in favor of John D. Burke and delivered to Amy Burke of Surebuilt Construction Ltd., located at Centennial Towers, West Bay, commencing October 1, 2008. This Note shall accrue interest at the rate stipulated herein until maturity. The principal amount and all interest accrued thereon shall be due and payable by 1st Aug. 2010.

3.0 Prepayment and Delinquent Payments

The Note is pre-payable at any time in whole or in part. Any payment received by Lender shall be first applied to payment of accrued interest and then to amortization of the principal amount. This loan can be paid back at anytime with pro-rated interest.

4.0 Holder's Right of Acceleration

If there shall occur an even of default hereunder, or, if this Note is otherwise not paid when due, the entire remaining principal balance and unpaid interest and other fees and charges with respect to this Note shall, at Lender's option, become immediately due and payable.

5.0 Covenants of Borrower

Borrower hereby represents and warrants to Lender that Borrower has all requisite power and authority to execute and deliver this Note and to perform its respective obligations hereunder. The execution and performance of this Note: (i) does not render Borrower in default of any term, covenant or condition of any agreement by which it may be bound; and (ii) has been duly authorized, executed and delivered by, and is a valid and binding obligation of Borrower, enforceable in accordance with its respective terms, except as may be limited by applicable bankruptcy or insolvency laws.

6.0 General Provisions

6.1 Upon the occurrence of an event of default hereunder, the undersigned promises to pay all costs of collection, including reasonable attorneys' fees incurred by the holder, whether or not suit is filed hereon.

6.2 Presentment for payment notice of dishonor, protest and notice of protest are hereby expressly waived.

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

Nelson & Company
Attorneys at Law
PO Box 2075
31 The Strand
46 Canal Point Drive
Grand Cayman KY1-1105
Attn: C Flanagan

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

[Empty box for Defendant's Attorney indorsement]

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 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 instalments or otherwise.

See over for notes for guidance

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.

6.3 In no event whatsoever shall the interest rate and other charges charged hereunder exceed the highest rate permissible under any law, which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event Borrower pays any interest hereunder and it is determined that the rate of such interest was in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal hereunder and applied by Lender to the outstanding principal balance under this Note. If the principal balance of this Note has been paid in full, Lender will return such excess to Borrower.

6.4 No delay or omission on the part of the holder of this Note in exercising any right shall operate as a waiver thereof or of any other right.

6.5 A waiver by the holder of this Note upon any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion.

6.6 Should any one or more of the provisions of this Note be determined illegal or unenforceable, all other provisions shall nevertheless remain effective.

6.7 This Note cannot be changed, modified, amended or terminated orally.

6.8 This Note shall be governed by, construed and enforced in accordance with the laws of the Cayman Islands, without reference to the principles of conflicts of laws thereof.

6.9 This Note sets forth the entire agreement of the parties hereto and supercedes all prior and contemporaneous oral or written agreements, discussions and negotiations.

6.10 The obligations due under this Note shall be joint and several by the undersigned Borrower.

7.0 Events of Default

a. If any payment of principal and/or interest of this Note is not paid within five (5) business days of when due; or

b. The default of any other covenant under this note which continues for a period of fifteen (15) days; or

c. Any representation made in this Note is untrue and materially misleading; or

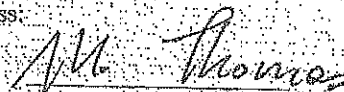
d. Borrower, or any business entity controlled by Borrower seeks to terminate its business, fails generally to pay its debts as they become due, effects a general assignment for the benefit of creditors, institutes any proceedings under the bankruptcy laws of any jurisdiction, or any other law or laws for the relief of or relating to debtors, with respect to Borrower and/or such business entities.

IN WITNESS WHEREOF, this Note has been executed and delivered as of the date first set forth above. Please countersign below, acknowledging and accepting all of the terms and conditions of this agreement.

SIGNED:


PAMELLA LAWRENCE HUE

Witness:




DAHLIA JONES