

IN THE GRAND COURT OF THE CAYMAN ISLANDS

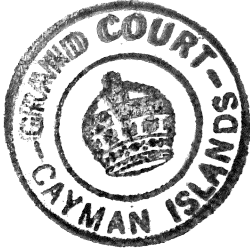
CAUSE NO. 651 of 1997

BETWEEN:

WILLARD I. ZUCKER

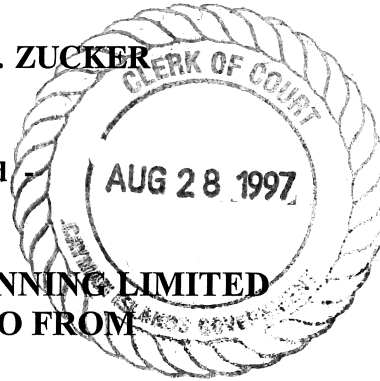
Plaintif

- and -



(1) GROWTH PLANNING LIMITED
(2) Mr. LEO FROM

Defendants



WRIT OF SUMMONS

TO: GROWTH PLANNING LIMITED of Corporate Centre, PO Box 31450 SMB, Grand Cayman, Cayman Islands, British West Indies.

AND TO: Mr. LEO FROM, Growth Planning Limited, Trafalgar Place, P. O. Box 31450 SMB, Grand Cayman, Cayman Islands, British West Indies.

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 service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, 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 of Service within the time stated, or if you return the Acknowledgement 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 August 1997.

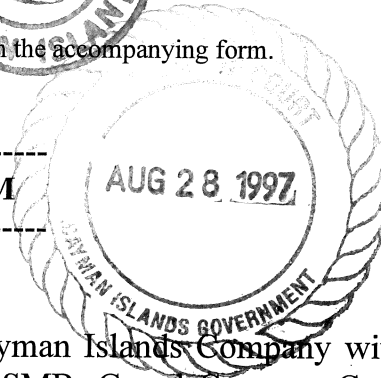
NOTE: THIS WRIT may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of issue unless renewed by order of the Court.



IMPORTANT

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

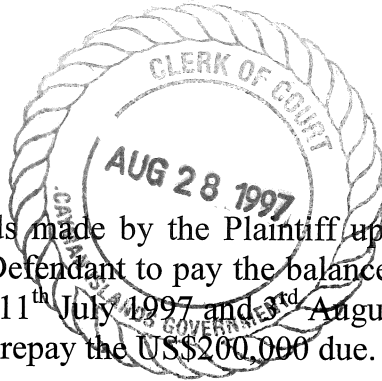
STATEMENT OF CLAIM



1. The First Defendant is an Ordinary Resident Cayman Islands Company with its registered office at Corporate Centre, P.O. Box 31450 SMB, Grand Cayman, Cayman Islands, British West Indies.

2. The Plaintiff's claim against the First Defendant is for US\$200,000 being the balance of money lent together with agreed interest thereon which fell due for repayment to the Plaintiff on 25th December 1996 under an agreement contained in a letter dated 2nd October 1996 from the First Defendant to the Plaintiff and further evidenced by the Plaintiff's performance by forwarding US\$450,000 to the First Defendant on 11th October 1996 and the facsimile transmission from the Plaintiff to the First Defendant dated 23rd December 1996.

Date	<u>Particulars</u>	Debt
25/12/96	Debt admitted due from First Defendant to Plaintiff	US\$1,150,000
	<u>Less Repayments Made</u>	
07/1/97		US\$500,000
13/1/97		US\$250,000
29/1/97		US\$50,000
03/2/97		US\$150,000
	Total repayments	----- US\$950,000
	Balance remaining due	----- US\$200,000



3. Despite numerous demands made by the Plaintiff upon the First Defendant and numerous promises by the First Defendant to pay the balance due, including promises in writing made on 4th March 1997, 11th July 1997 and 3rd August 1997, the First Defendant in breach of contract has failed to repay the US\$200,000 due.

4. Further or in the alternative by faxed letters of 4th March 1997 and 11th July 1997 in consideration of the Plaintiff giving time to the First Defendant for payment of the said debt and forbearing from suing the First Defendant for the same until after 14th July 1997 the Second Defendant by his agent Cliff Boddin of the First Defendant agreed with the Plaintiff to guarantee payment of the debt from his "personal assets". The faxed letter of 11th July 1997 constitutes a note or memorandum signed by the Second Defendant's said agent.

5. By virtue of the said agreement for a personal guarantee from the Second Defendant and not otherwise the Plaintiff gave the First Defendant the said time and forebore from suing it. The amount now due under the said guarantee from the Second Defendant is US\$200,000.

6. Written demands were made upon both Defendants on 5th August 1997 and no payment has been made by either in response thereto.

7. As set out in paragraph 2 above the First Defendant in breach of contract further paid the repayments therein set out late. The debt of US\$1,150,000 has been due and owing to the Plaintiff from the First Defendant since 25th December 1996 and the Plaintiff is entitled to and claims interest thereon at the rate of 7.375 per centum per annum pursuant to section 34 of the Judicature Law (1995 Revision).

Particulars

(a)	Interest on US\$1,150,000 at 7.375 % per annum from 25/12/96 to 07/1/97 (13 days)	US\$3,020.72
(b)	Interest on US\$650,000 at 7.375 % per annum from 07/1/97 to 13/1/97 (7 days)	US\$1,050.68
(c)	Interest on US\$400,000 at 7.375 % per annum from 13/1/97 to 29/1/97 (17 days)	US\$1,373.97



(d) Interest on US\$350,000 at 7.375 % per annum
from 29/1/97 to 03/2/97 (5 days)

US\$353.96

(e) Interest on US\$200,000 at 7.375% per
annum from 03/2/97 to date of issue
(208 days)

US\$8,405.48

Total to the date of issue hereof

US\$14,204.81

and continuing at the rate of US\$40.41 per day until payment be made.

AND the Plaintiff Claims:

- (1) US\$200,000;
- (2) Interest thereon as aforesaid;
- (3) Costs.



If within the time limited for returning the Acknowledgement of Service the Defendants pay the total amount claimed of US\$214,204.81 (being the principal sum due and interest thereon to the date of issue hereof) together with interest, at the daily rate of US\$40.41 from 28th August 1997 to the date of actual payment, and costs of CI\$1,855.00 or US\$2,208.33, further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Ian Boxall & Co.

Ian Boxall & Co.

Attorneys for the Plaintiff

THIS WRIT was issued by Ian Boxall & Co., Attorneys at Law for the Plaintiff, whose address for service is that of his said Attorneys, namely CIBC Financial Centre, PO Box 1234, George Town, Grand Cayman, Cayman Islands.