

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. <sup>654</sup> OF 1997

BETWEEN: STAR CAPITAL FUND

Plaintiff

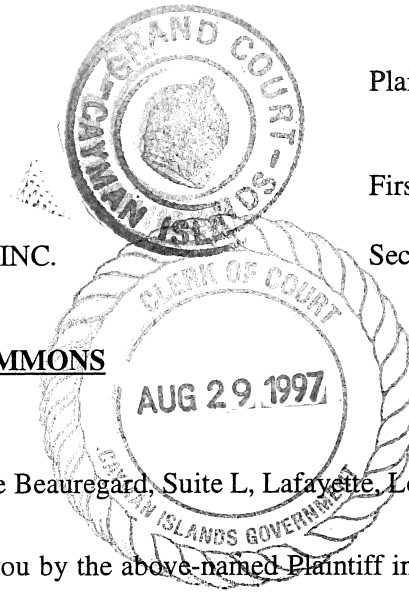
AND: (1) DAVID DUGAS

First Defendant

(2) STOUR ENTERPRISES INC.

Second Defendant

**WRIT OF SUMMONS**



TO: David Dugas and Stour Enterprises Inc., 218 Rue Beauregard, Suite L, Lafayette, Louisiana 70508

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 28 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 <sup>29<sup>th</sup></sup> day of August, 1997

**IMPORTANT**

Directions for Acknowledgment of Service are given with the accompanying form.

The Plaintiff's claim is for the repayment of US\$393,630.24 being money lent by the Plaintiff to the First Defendant on the 30th day of May, 1996 together with interest thereon pursuant to contract.

If, within the time for returning the Acknowledgment of Service, the Defendants pay the total amount claimed of US\$396,079.02 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his attorney.

*W. S. Walker & Company*  
W. S. WALKER & COMPANY  
Attorneys-at-Law for the Plaintiff

THIS WRIT was issued by W. S. Walker & Company, P. O. Box 265, Caledonian House, George Town, Grand Cayman, Attorneys-at-Law for the Plaintiff whose address for service is that of their said Attorneys-at-Law.

BETWEEN: STAR CAPITAL FUND

Plaintiff

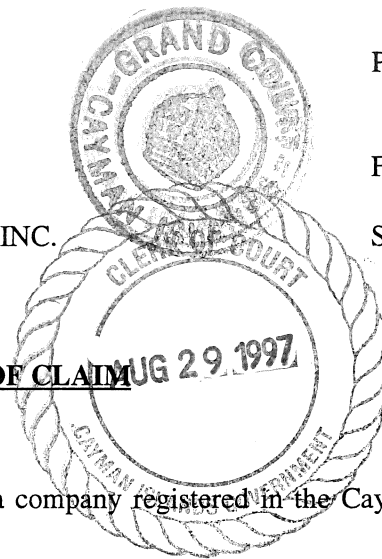
AND: (1) DAVID DUGAS

First Defendant

(2) STOUR ENTERPRISES INC.

Second Defendant

STATEMENT OF CLAIM



1. The Plaintiff is and was at all material times a company registered in the Cayman Islands and carrying on the business of a mutual fund.
2. By contract made on the or about the 30th day of May 1996 between the Plaintiff and the First Defendant the Plaintiff agreed to lend to the First Defendant the sum of US\$350,000.
3. The following were express terms of the said Agreement:
  - 3.1 the said sum of US\$350,000 would be repayable no later than 31st December 1996;
  - 3.2 interest would be payable by the First Defendant to the Plaintiff on the said sum of US\$350,000 from the 30th day of May 1996 to the date of repayment;
  - 3.3 the rate of interest would be 10% per annum.
4. Pursuant to the Agreement, on the 30th day of May 1996 the Plaintiff duly advanced the sum of US\$350,000 to the First Defendant by way of loan.
5. In breach of the Agreement as hereinbefore set out the First Defendant has neglected and failed to repay the said loan or any part thereof. The Plaintiff has made numerous demands for the repayment of the said loan.
6. By reason of the aforesaid facts and matters the Plaintiff claims repayment of the said sum of US\$350,000 from the First Defendant together with interest thereon at the rate of 10% per annum. The said interest amounts to US\$43,630.13 at the date hereof and continues to accrue at the rate of US\$95.8904 per day.

AND THE PLAINTIFF claims:

- (1) US\$350,000 as money lent to the First Defendant;
- (2) interest thereon as set out in paragraph 6 herein;
- (3) further or other relief.

*W. S. Walker & Company*

W. S. WALKER & COMPANY  
Attorneys-at-Law for the Plaintiff



SERVED this      day of                      ,1997 by W. S. Walker & Company, P. O. Box 265, Caledonian House, George Town, Grand Cayman, Attorneys-at-Law for the Plaintiff whose address for service is that of their said Attorneys-at-Law.