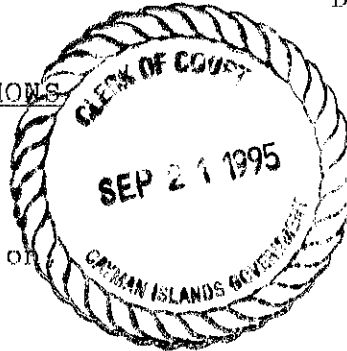


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE # 390 1995

BETWEEN: CAYMAN DISTRIBUTORS LTD - PLAINTIFF
AND: CLEMENT MANAHAN - DEFENDANT

WRIT OF SUMMONS



TO: Mr. Clement Manahan
C/O McTaggart's Texaco Station
Walkers Road, Grand Cayman

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 Court Office, P.O. Box 495G, George Town Grand Cayman, the accompanying Acknowledgement of Service indicating if 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 an intention to contest

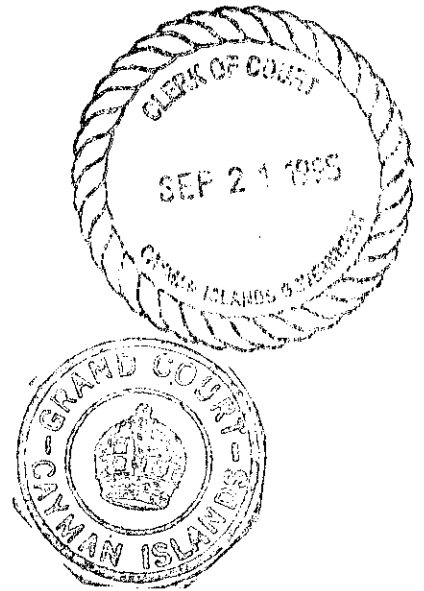
the proceedings, the Plaintiff may proceed with the action and Judgement may be entered against you forthwith without further notice.

Issued this *21st* day of *September*, 1995.

NOTE - This Writ may not be served later than 4 calendar months.

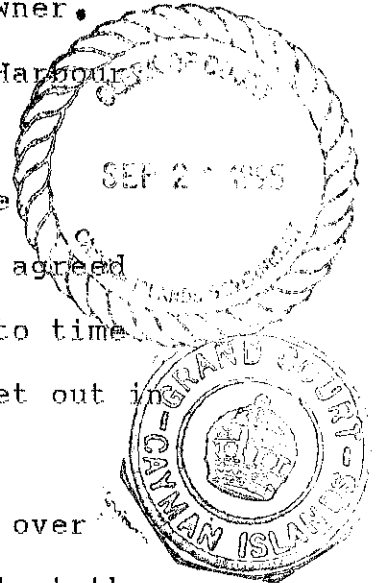
IMPORTANT

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



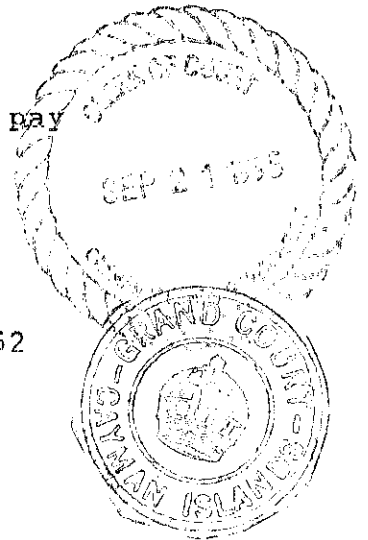
STATEMENT OF CLAIM

1. The Plaintiff is a limited liability company incorporated within these Islands and is engaged in the wholesale beverage business.
2. The Defendant is and at the material time was the owner, and/or operator of a restaurant, known as Morgan's Harbour Restaurant in West Bay, Grand Cayman.
3. By a contract in writing dated the 20th day of June 1989 the Plaintiff agreed to sell and the Defendant agreed to buy such goods as the Defendant would from time to time order in accordance with the terms and conditions set out in the said contract.
4. The said contract provides for monthly payments but over time the indebtedness of the Defendant increased until at the 31st July, 1995 the balance due and owing by the Defendant totalled CI\$20,603.52 including the interest and charges pursuant to paragraph 6 of the contract.
5. It is further provided by the said contract that all sums due and owing by the Defendant's business to the Plaintiff are personally guaranteed by the Defendant and the said guarantee has not been revoked and remains in force.
6. It is also provided by paragraph 8 of the said contract that the Defendant do indemnify the Plaintiff against all legal costs and court expenses in relation to or arising out of



the recovery of any debts of the Defendant which require such legal action and proceedings by the Plaintiff and the Plaintiff therefore claims payments of all such costs and expenses from the Defendant over and above the amounts payable by way of costs pursuant to the Rules of the Court.

7. On 21st July, 1993 in furtherance of the said contract the Defendant executed a Promissory Note in the amount of \$16,000.00 which Promissory Note has not been revoked and remains in force.
8. Despite, frequent requests and in breach of the said contract, the Defendant has failed and/or refused to pay the sums due and owing to the Plaintiff.



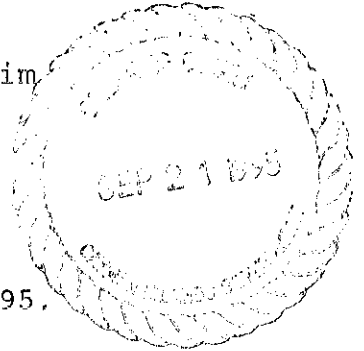
WHEREFORE THE PLAINTIFF CLAIMS:-

- | | | |
|-------|--|-----------|
| (i) | the principal sum of
(including interest
and charges thereon,
pursuant to the contract
at the rate of 1 1/2 %
per
month) | 20,603.52 |
| <hr/> | | |
| (ii) | Continuing interest
pursuant to contract
until the date of the
satisfaction of the debt. | |
| (iii) | An amount in accordance
with paragraph 8 of the | |

contract for legal expenses
and charges incurred by the
Plaintiff in connection with this claim.

(iv) Costs

Dated this 20th day of Sept, 1995.



Brooks & Brooks

BROOKS & BROOKS
Attorneys-at-Law
for the Plaintiff

PLEASE NOTE that if within the time for returning the Acknowledgement of Service (i.e 14 days) the Defendant pays the total amount claimed of \$20,603.52 plus costs of CI\$1,000.00 and disbursements of CI\$251.03. (Total of CI\$21,854.55 including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff of his Attorneys-at-Law.



THIS WRIT WAS ISSUED by Brooks & Brooks, Attorneys-at-Law for the Plaintiff whose address for service is 2nd Floor, Harbour Centre, P.O. Box 1355, George Town, Grand Cayman.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 390 of 1995

BETWEEN: CAYMAN DISTRIBUTOR LTD - PLAINTIFF
AND: CLEMENT MANAHAN - DEFENDANT



ACKNOWLEDGEMENT 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 judgement 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 Defendants by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendants intend to contest the proceedings (tick appropriate box)

YES

NO

3. If the claim against the Defendants are for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendants intend to apply for a stay of execution against any judgement entered by the Plaintiff (tick box)

YES

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for

[Defendant in person]

Address for service:

Please complete overleaf

Notes on address for service

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

C/O Brooks & Brooks
Attorneys-at-Law
P.O. Box 1355, G.T.,
Grand Cayman

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

AND I MAKE this Affidavit in proof of service of due process
upon the Defendant.

Sworn to at George Town
Grand Cayman this
day of , 1995
before me

BAILIFF OF THE COURT

JUSTICE OF THE PEACE

Filed by Brooks & Brooks Attorneys-at-Law for the Plaintiff
whose address for service is 2nd Floor Harbour Centre P.O. Box
1355, George Town Grand Cayman .